

**State:** Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company  
**TOI/Sub-TOI:** L07I Individual Life - Whole/L07I.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** TT.ACL.(0513)  
**Project Name/Number:** TT.ACL.(0513)/TT.ACL.(0513)

## Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company  
Product Name: TT.ACL.(0513)  
State: Arkansas  
TOI: L07I Individual Life - Whole  
Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Filing Type: Form  
Date Submitted: 12/21/2012  
SERFF Tr Num: NWST-128747853  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: TT.ACL.(0513)  
  
Implementation: On Approval  
Date Requested:  
Author(s): Annette Huttli, John Kotarski, Julie Lewandowski, Samantha Turdo  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 01/04/2013  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

**State:** Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** TT.ACL.(0513)  
**Project Name/Number:** TT.ACL.(0513)/TT.ACL.(0513)

## General Information

Project Name: TT.ACL.(0513) Status of Filing in Domicile: Pending  
Project Number: TT.ACL.(0513) Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 01/04/2013  
State Status Changed: 01/04/2013  
Deemer Date: Created By: Samantha Turdo  
Submitted By: Annette Huttl Corresponding Filing Tracking Number:

### Filing Description:

We are submitting the attached policies for your review and approval. We plan to introduce these forms by the end of 2013, pending your approval.

The main purpose of this filing is to update our policies with revised payment plan tables. We are also updating a few of the policy provisions to be consistent with our newer products.

The basic policies, with sex distinct premium and payment plan rates, will be used when the policies are sold in markets where sex neutral rates are not required by law. The alternate sex neutral versions of those policies pages will be included in policies sold in the employer sponsored market where sex neutral rates are required to conform to the Norris decision (See Supporting Documentation tab). Since policy TT.SCL.(0513) will not be issued in markets where sex neutral rates are required they will not have alternate sex neutral pages.

Information appearing on the policies that is variable has been bracketed to denote variability.

These policy forms are general account policies.

These policy forms will be illustrated.

Based on this information we request your review and approval of the forms referenced above. If you have any questions or need additional assistance, please contact me at (414) 665-5637 or you can e-mail me at johnkotarski@northwesternmutual.com. On e-mails that are sent, please copy Samantha Turdo at samanthaturdo@northwesternmutual.com.

Sincerely,

John Kotarski  
Product Compliance Specialist  
Actuarial Department

## Company and Contact

### Filing Contact Information

John Kotarski, Product Compliance Specialist johnkotarski@northwesternmutual.com

**State:** Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** TT.ACL.(0513)  
**Project Name/Number:** TT.ACL.(0513)/TT.ACL.(0513)

720 East Wisconsin Avenue 414-665-5637 [Phone]  
Rm S845 414-665-5006 [FAX]  
Milwaukee, WI 53202

**Filing Company Information**

The Northwestern Mutual Life Insurance Company CoCode: 67091 State of Domicile: Wisconsin  
720 East Wisconsin Avenue Group Code: 860 Company Type: Life  
Rm S845 Group Name: State ID Number:  
Milwaukee, WI 53202 FEIN Number: 39-0509570  
(414) 271-1444 ext. [Phone]

**Filing Fees**

Fee Required? Yes  
Fee Amount: \$300.00  
Retaliatory? No  
Fee Explanation: \$50 per form  
Per Company: No

Company	Amount	Date Processed	Transaction #
The Northwestern Mutual Life Insurance Company	\$300.00	12/21/2012	65987274

<b>SERFF Tracking #:</b>	NWST-128747853	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	TT.ACL.(0513)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company		
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life				
<b>Product Name:</b>	TT.ACL.(0513)				
<b>Project Name/Number:</b>	TT.ACL.(0513)/TT.ACL.(0513)				

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/04/2013	01/04/2013

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Sex Neutral Insert Pages	Samantha Turdo	12/26/2012	12/26/2012
Supporting Document	Flesch Certification	Samantha Turdo	12/26/2012	12/26/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life		
<b>Product Name:</b>	TT.ACL.(0513)		
<b>Project Name/Number:</b>	TT.ACL.(0513)/TT.ACL.(0513)		

## Disposition

Disposition Date: 01/04/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Nonforfeiture Demos		Yes
Supporting Document (revised)	Sex Neutral Insert Pages		Yes
Supporting Document	Sex Neutral Insert Pages		Yes
Supporting Document	Statements of Variability		Yes
Form	Whole Life with Adjustable Term Protection Policy		Yes
Form	Whole Life Policy		Yes
Form	Single Premium Whole Life Policy		Yes
Form	Corporate Whole Life with Additional Protection Policy		Yes
Form	Estate Whole Life with Additional Protection Policy		Yes
Form	Survivorship Whole Life with Additional Protection Policy		Yes

State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life		
Product Name:	TT.ACL.(0513)		
Project Name/Number:	TT.ACL.(0513)/TT.ACL.(0513)		

## Amendment Letter

Submitted Date: 12/26/2012

Comments:

We noticed a page was missing from the Sex Neutral pages. It has been added and attached.

Changed Items:

*No Form Schedule Items Changed.*

*No Rate Schedule Items Changed.*

Supporting Document Schedule Item Changes	
Satisfied - Item:	Sex Neutral Insert Pages
Comments:	
Attachment(s):	
AR TT ACL (0513) SN PGS.pdf	
AR TT ECL (0513) SN PGS.pdf	
AR TT KCL 5LN (0513) SN PGS.pdf	
AR TT SPL (0513) SN PGS.pdf	
AR TT WL (0513) SN PGS.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Sex Neutral Insert Pages</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>AR TT ACL (0513) SN PGS.pdf</i>	
<i>AR TT ECL (0513) SN PGS.pdf</i>	
<i>AR TT KCL 5LN (0513) SN PGS.pdf</i>	
<i>AR TT SPL (0513) SN PGS.pdf</i>	
<i>AR TT WL (0513) SN PGS.pdf</i>	

<b>SERFF Tracking #:</b>	NWST-128747853	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	TT.ACL.(0513)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company		
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life				
<b>Product Name:</b>	TT.ACL.(0513)				
<b>Project Name/Number:</b>	TT.ACL.(0513)/TT.ACL.(0513)				

## Amendment Letter

Submitted Date: 12/26/2012

### Comments:

We noticed some incorrect language on our Flesch readability certification. It has been corrected and re-attached. The readability scores and form numbers remain the same. You have our assurance that nothing else was changed on this filing.

### Changed Items:

*No Form Schedule Items Changed.*

*No Rate Schedule Items Changed.*

Supporting Document Schedule Item Changes	
Satisfied - Item:	Flesch Certification
Comments:	
Attachment(s):	
AR Certification.pdf	
AR TT ACL _0513_ - FLESCH cert.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Flesch Certification</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>AR TT ACL _0513_ - FLESCH cert.pdf</i>	
<i>AR Certification.pdf</i>	

SERFF Tracking #:

NWST-128747853

State Tracking #:

Company Tracking #:

TT.ACL.(0513)

State: Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: TT.ACL.(0513)

Project Name/Number: TT.ACL.(0513)/TT.ACL.(0513)

## Form Schedule

Lead Form Number: TT.ACL.(0513)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Whole Life with Adjustable Term Protection Policy	TT.ACL.(0513)	POL	Revised	Previous Filing Number:	34361	50.700	AR TT ACL (0513).pdf
						Replaced Form Number:	TT.ACL.(0608)		
2		Whole Life Policy	TT.WL.(0513)	POL	Revised	Previous Filing Number:	34360	50.900	AR TT WL (0513).pdf
						Replaced Form Number:	TT.WL.(0608)		
3		Single Premium Whole Life Policy	TT.SPL.(0513)	POL	Revised	Previous Filing Number:	34359	52.100	AR TT SPL (0513).pdf
						Replaced Form Number:	TT.SPL.(0608)		
4		Corporate Whole Life with Additional Protection Policy	TT.KCL.5LN.(0513)	POL	Revised	Previous Filing Number:	35410	50.200	AR TT KCL 5LN (0513).pdf
						Replaced Form Number:	TT.KCL.5LN.(0608)		
5		Estate Whole Life with Additional Protection Policy	TT.ECL.(0513)	POL	Revised	Previous Filing Number:	35411	50.000	AR TT ECL (0513).pdf
						Replaced Form Number:	TT.ECL.(0608)		
6		Survivorship Whole Life with Additional Protection Policy	TT.SCL.(0513)	POL	Revised	Previous Filing Number:	35412	50.200	AR TT SCL (0513).pdf
						Replaced Form Number:	TT.SCL.(0608)		

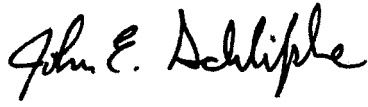
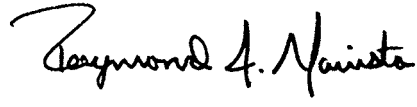


<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life		
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**Form Type Legend:**

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

## WHOLE LIFE POLICY WITH ADJUSTABLE TERM PROTECTION

### Participating

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.ACL.(0513)



<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Whole Life With Adjustable Term Protection	<b>Initial Total Insurance Amount</b>	\${200,000}

TT.ACL.(0513)

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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## **ADDITIONAL BENEFITS (if any)**

## **APPLICATION**

**POLICY SCHEDULE PAGES**

Date of Issue – {May 1, 2013}

<b>Plan and Additional Benefits</b>	<b>Initial Amount</b>	<b>Annual Premiums</b>	<b>Payable For</b>
Whole Life With Adjustable Term Protection		\$ {1,898.00}	{86 Years}
Base Amount	\${100,000}		
Adjustable Term Protection	\${100,000}*		
Initial Totals	\${200,000}		

\* This amount of Adjustable Term Protection is guaranteed for the first {19} Policy years unless this Guarantee Period is terminated sooner under Section 3.3. To continue this amount of Adjustable Term Protection after the first {19} Policy years, an increased premium may be required under Section 4.2.

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first premium is \$ {1,898.00}.

To determine the premium when paid more often than annually, see page 7.

The minimum annual premium is \${1,898.00} and may increase. See Section 4.2.

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed.

**Direct Beneficiary** {Jane M. Doe}, {daughter of the Insured}

**Owner** {John J. Doe}, {the Insured}

**Insured** {John J. Doe}

**Age and Sex** {35} {Male}

**Policy Date** {May 1, 2013}

**Policy Number** {00 000 000}

**Plan** Whole Life With  
Adjustable Term Protection

**Initial Total Insurance Amount** \${200,000}

**TABLE OF GUARANTEED VALUES**  
For \$[100,000] Base Amount

End of Policy Year	May 1,	Cash Value (\$)	Paid-up Insurance (\$)	Extended Term Insurance To*
1	2014	0	0	May 1, 2014
2	2015	958	4,367	August 31, 2022
3	2016	1,950	8,585	July 19, 2028
4	2017	2,974	12,644	April 3, 2033
5	2018	4,032	16,558	September 23, 2036
6	2019	5,126	20,329	August 10, 2039
7	2020	6,253	23,955	December 22, 2041
8	2021	7,413	27,438	December 21, 2043
9	2022	8,605	30,781	September 25, 2045
10	2023	9,829	33,986	May 5, 2047
11	2024	11,084	37,057	October 26, 2048
12	2025	12,372	40,005	March 9, 2050
13	2026	13,693	42,835	June 4, 2051
14	2027	15,059	45,573	July 23, 2052
15	2028	16,470	48,220	August 16, 2053
16	2029	17,922	50,770	August 14, 2054
17	2030	19,415	53,225	July 22, 2055
18	2031	20,943	55,579	June 9, 2056
19	2032	22,506	57,836	April 10, 2057
20	2033	24,099	59,993	January 22, 2058
AGE 60	2038	32,462	69,420	June 28, 2061
AGE 65	2043	41,408	76,947	May 25, 2064
AGE 70	2048	50,635	82,890	January 9, 2067

\*Based on Extended Term Insurance described in Section 7.2 and Base Amount.

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

**TABLE OF ANNUAL PREMIUMS PER \$1,000 OF TERM INSURANCE**

Used to calculate increased minimum premiums.

See Section 4.2.

For Policy Year Beginning May 1,	Premium (\$)	For Policy Year Beginning May 1,	Premium (\$)
2013	5.41	2057	78.28
2014	5.72	2058	85.21
2015	6.05	2059	94.46
2016	6.40	2060	105.87
2017	6.77	2061	119.13
2018	7.16	2062	134.44
2019	7.57	2063	152.00
2020	8.01	2064	169.56
2021	8.48	2065	187.12
2022	8.98	2066	204.68
2023	9.51	2067	222.24
2024	10.07	2068	239.80
2025	10.66	2069	257.36
2026	11.28	2070	274.92
2027	11.93	2071	292.48
2028	12.61	2072	310.04
2029	13.33	2073	327.60
2030	14.09	2074	345.16
2031	14.89	2075	362.72
2032	15.73	2076	380.28
2033	16.61	2077	397.84
2034	17.54	2078	415.40
2035	18.52	2079	444.63
2036	19.55	2080	473.86
2037	20.64	2081	503.09
2038	21.79	2082	532.32
2039	23.00	2083	561.55
2040	24.28	2084	590.78
2041	25.63	2085	620.01
2042	27.06	2086	649.24
2043	28.59	2087	678.47
2044	30.24	2088	707.70
2045	32.03	2089	736.93
2046	33.98	2090	766.16
2047	36.11	2091	795.39
2048	38.44	2092	824.62
2049	40.99	2093	853.85
2050	43.78	2094	883.08
2051	46.83	2095	912.31
2052	50.19	2096	941.54
2053	54.60	2097	970.77
2054	60.08	2098	1000.00
2055	65.87		
2056	71.90		

**TABLE OF CASH VALUES**  
For \$1.00 of Paid-up Additions

End of Policy Year	May 1,	Cash Value	End of Policy Year	May 1,	Cash Value
0	2013	0.20443			
1	2014	0.21173	44	2057	0.74256
2	2015	0.21928	45	2058	0.75622
3	2016	0.22710	46	2059	0.76947
4	2017	0.23517	47	2060	0.78223
5	2018	0.24351	48	2061	0.79456
6	2019	0.25213	49	2062	0.80648
7	2020	0.26102	50	2063	0.81794
8	2021	0.27016	51	2064	0.82886
9	2022	0.27956	52	2065	0.83919
10	2023	0.28921	53	2066	0.84886
11	2024	0.29910	54	2067	0.85785
12	2025	0.30925	55	2068	0.86615
13	2026	0.31967	56	2069	0.87375
14	2027	0.33044	57	2070	0.88093
15	2028	0.34156	58	2071	0.88769
16	2029	0.35300	59	2072	0.89403
17	2030	0.36477	60	2073	0.89991
18	2031	0.37682	61	2074	0.90529
19	2032	0.38914	62	2075	0.91046
20	2033	0.40170	63	2076	0.91537
21	2034	0.41443	64	2077	0.91998
22	2035	0.42737	65	2078	0.92420
23	2036	0.44051	66	2079	0.92785
24	2037	0.45393	67	2080	0.93142
25	2038	0.46762	68	2081	0.93492
26	2039	0.48152	69	2082	0.93833
27	2040	0.49558	70	2083	0.94163
28	2041	0.50972	71	2084	0.94485
29	2042	0.52390	72	2085	0.94799
30	2043	0.53814	73	2086	0.95105
31	2044	0.55243	74	2087	0.95401
32	2045	0.56682	75	2088	0.95689
33	2046	0.58135	76	2089	0.95968
34	2047	0.59602	77	2090	0.96237
35	2048	0.61087	78	2091	0.96498
36	2049	0.62581	79	2092	0.96749
37	2050	0.64081	80	2093	0.96991
38	2051	0.65568	81	2094	0.97225
39	2052	0.67043	82	2095	0.97450
40	2053	0.68511	83	2096	0.97666
41	2054	0.69970	84	2097	0.97873
42	2055	0.71420	85	2098	0.98064
43	2056	0.72852	86	2099	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year. These Cash Values are not guaranteed after the first 20 Policy years for increases in scheduled additional premiums or unscheduled additional premiums paid after the first 20 Policy years.



**PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL**

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 4.1) , the premium amount will be determined as follows:

<b>Premium Frequency</b>	<b>Multiply Annual Premium by:</b>
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.

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## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 10.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Base Amount shown on page 3; plus
- the amount of Adjustable Term Protection then in force under Section 3; plus
- the amount of any Paid-up Additions in force under Section 6.3; plus
- the amount of any dividend accumulations (Section 5.2); plus
- the amount of any premium refund (Section 4.1) and any dividend at death (Section 5.3);

minus the sum of the following:

- the amount of any Policy Debt (Section 8.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 4.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 6.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the Insured dies while the Policy is in force as Extended Term Insurance or Paid-up Insurance will be determined under Section 7.2 or 7.3.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Unscheduled Increase of Adjustable Term Protection (Section 3.2), Additional Premiums Scheduled After Issue (Section 4.2), or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## 2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

## 2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The

Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

# SECTION 3. ADJUSTABLE TERM PROTECTION

## 3.1 ADJUSTABLE TERM PROTECTION

**Description.** Adjustable Term Protection consists of one year term insurance and Paid-up Additions. The amount of one year term insurance will be reduced by the amount of Paid-up Additions purchased under Section 6.2 by dividends or by the payment of additional premiums. One year term insurance will generally be in force for the entire Policy year; however, as provided in Section 3.3 the one year term insurance may be terminated, or the amount of one year term insurance may be reduced during a Policy year after the end of the guarantee period.

**Amount.** The initial amount of Adjustable Term Protection is shown on page 3. The amount of Adjustable Term Protection may be increased as described in Section 3.2. Reductions in Adjustable Term Protection are described in Section 3.3.

**Guarantee Period.** The initial amount of Adjustable Term Protection is guaranteed for the period shown on page 3. Each time that the amount of Adjustable Term Protection is increased, the guarantee period is re-determined under the schedule shown below. At the end of the guarantee period, the Owner may extend the period by a

written request received at the Home Office and the payment of a new minimum premium as determined by the Company.

<u>Insured's Attained Age When Guarantee Period Is Determined</u>	<u>Guarantee Period</u>
0 to 34	20 years
35 to 36	19 years
37 to 38	18 years
39 to 40	17 years
41 to 43	16 years
44 to 46	15 years
47 to 49	14 years
50 to 51	13 years
52 to 53	12 years
54 to 56	11 years
57 to 58	10 years
59 to 61	9 years
62 to 69	To Age 70

If the Owner directs that dividends be used other than for the purchase of Paid-up Additions, the guarantee period will be terminated and may not be renewed or extended, except as provided in Reduction If Dividend Option Changed in Section 3.3.

**Premium.** When the amount of Adjustable Term Protection is increased, the minimum premium for the Policy will be re-determined. The new minimum premium will be payable for the remainder of the premium paying period and will equal:

- the premium for the Base Amount; and
- the premium rate shown on page 5 based on the Insured's Attained Age multiplied by the amount of one year term insurance that is part of Adjustable Term Protection at the time of increase.

When an increase takes effect during a Policy year, the amount of the first premium due will be based on the time remaining in that Policy year.

### **3.2 UNSCHEDULED INCREASE OF ADJUSTABLE TERM PROTECTION**

The Owner may request an unscheduled increase of Adjustable Term Protection. An increase may not be made after the Policy anniversary that is nearest to the Insured's 79th birthday. An increase will be made only if, at the time the increase is applied for:

- any increase in premium and any fee charged for underwriting and issue expenses are paid to the Company;
- the insurance in force, as increased, will be within the Company's issue limits; and
- the Insured meets the insurability requirements stated in Section 1.8.

An increase will take effect the later of:

- the date of the request for the increase; or
- the date of the medical examination (or the non-medical application).

### **3.3 REDUCTION OF ADJUSTABLE TERM PROTECTION**

**Reduction Of Adjustable Term Protection By Company; Owner's Right To Continue Existing Protection.** On any Policy anniversary after the guarantee period, if any part of Adjustable Term Protection is one year term insurance, the Company may reduce the one year term insurance.

The Company will determine annually, based on the mortality, investment earnings and expense factors then being used to determine dividends payable on the Policy, whether the Base Amount and Adjustable Term Protection will generate sufficient values to pay the cost of one year term insurance. If the cost of one year term insurance is greater than these values, the one year term insurance will reduce so that its cost equals these values. The reduction of one year term insurance will cause a like reduction in the amount of Adjustable Term Protection. The Company will send written notice of the reduction.

The Owner may prevent a reduction in Adjustable Term Protection by making a written request to start a new guarantee period and by paying an increased minimum premium. The amount of the increased minimum premium will be determined under Section 4.2. The increased premium for Adjustable Term Protection will be payable for the remainder of the premium paying period. The Owner's request and the premium must be received at the Home Office within 31 days of the date the reduction would take effect. The new guarantee period will be determined under the schedule shown in Section 3.1.

**Reduction If Dividend Option Changed.** If the Owner directs that dividends be used other than to purchase Paid-up Additions, the guarantee period and any one year term insurance in force will terminate. The amount of Adjustable Term Protection will then be the amount of Paid-up Additions in force under Section 6.2. This restriction will not apply on a Policy anniversary when the dividend is more than the scheduled premium (on an annual basis) and the Owner directs that dividends be used to pay premiums. The amount by which the dividend is more than the scheduled premium (on an annual basis) will be used to purchase Paid-up Additions under Section 6.2.

**Reduction If Additions Surrendered.** If additions under Section 6.2 are surrendered, the Adjustable Term Protection will be reduced by the amount of additions that are surrendered.

## SECTION 4. PREMIUMS AND REINSTATEMENT

### 4.1 PREMIUM PAYMENT

**Payment.** All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Extended Term Insurance or Paid-up Insurance under Sections 7.2 or 7.3, except as provided in Reinstatement (Section 4.4).

**Frequency.** Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 7). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

**Grace Period.** A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Extended Term Insurance or Paid-up Insurance under Sections 7.2 or 7.3.

**Adjustment To Life Insurance Benefit During Grace Period.** If the Insured dies during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

**Premium Refund At Death.** If the premium paid for the Policy year in which the Insured dies exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase a Paid-up Addition to increase coverage under Section 6.3; and
- any Unscheduled Additional Premium paid under Section 4.3.

Any refund will be part of the Life Insurance Benefit described in Section 1.1.

### 4.2 AMOUNT OF PREMIUM; ADJUSTMENTS

**Scheduled And Minimum Premiums.** The premium due on this Policy is the scheduled premium. The scheduled premium is the sum of the minimum premium, any scheduled additional premium under Section 4.2, and any premium that is due for any additional benefit that is a part of this Policy. The annual premium amounts are shown on page 3.

The minimum premium may increase each time the amount of Adjustable Term Protection is increased or a new guaranteed period is determined. The new minimum premium will be payable for the remainder of the premium paying period and will equal:

- the premium for the Base Amount; and
- the premium rate shown on page 5 based on the Insured's Attained Age multiplied by the amount of one year term insurance that is part of Adjustable Term Protection at the time of increase.

**Additional Premiums Scheduled At Issue.** If requested on the Application, this Policy may have been issued with premiums that are larger than the minimum premium. The amount of the additional premium is shown on page 3.

**Additional Premiums Scheduled After Issue.** The Owner may pay additional premiums by requesting that the premium payable on the Policy be increased. This request may be made at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insured satisfies the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

**Owner's Right To Decrease Scheduled Additional Premiums.** The Owner may decrease the amount of the additional premium through a Policy change. This may be done at any time by written request sent to the Home Office. Later increases in the amount of the additional premium may be made only as provided in the preceding paragraph.

**Effective Date.** A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

**Additional Premiums Used To Purchase Paid-up Additions.** Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions as described in Section 6.

#### 4.3 UNSCHEDULED ADDITIONAL PREMIUM OPTION

Unscheduled additional premiums may be paid to the Company at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. An unscheduled additional premium may be paid only if, at the time the premium is paid:

- the Insured meets the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

Each unscheduled premium may not be less than \$100. Each unscheduled premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Section 6.

#### 4.4 REINSTATEMENT

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company while the Insured is alive. The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- the Insured must satisfy the insurability requirements stated in Section 1.8; and
- all unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.



## SECTION 5. DIVIDENDS

### 5.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed. No dividend will be paid on Extended Term Insurance (Section 7.2).

### 5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions as described in Section 6.
- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Accumulations may be withdrawn unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.
- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 5.3 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 6. PAID-UP ADDITIONS

### 6.1 PURCHASE OF ADDITIONS; CHARGES

Paid-up Additions are purchased at the beginning of the Policy year by additional premiums and by dividends. The amount of Paid-up Additions purchased by additional premiums is based on the annual additional premium minus a charge for expenses, even if the additional premium is paid other than annually. The charge will not be more than 9% for scheduled additional premiums that were scheduled at issue or that are applied for in the first 20 Policy years. The charge will not be

more than 9% for unscheduled additional premiums paid during the first 20 Policy years.

Paid-up Additions can be used to reduce term insurance (Section 6.2) or to increase coverage (Section 6.3). Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus (Section 5.1). They may be surrendered unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.

## 6.2 ADDITIONS TO REDUCE TERM INSURANCE

This type of Paid-up Addition will be part of the Adjustable Term Protection. Each addition will reduce the amount of one year term insurance that is in force as part of Adjustable Term Protection, and the amount of Adjustable Term Protection will remain unchanged.

## 6.3 ADDITIONS TO INCREASE COVERAGE

This type of Paid-up Addition will be used to provide Paid-up Insurance that is not included in the Adjustable Term Protection. Each addition will immediately increase Life Insurance Benefit payable under Section 1.1.

## 6.4 ALLOCATION OF ADDITIONAL PREMIUMS AND DIVIDENDS

When there is no one year term insurance in force as part of the Adjustable Term Protection, the dividends and the additional premiums will be applied under Additions to Increase Coverage (Section 6.3). When there is one year term insurance in force, the additional premiums will be allocated, as shown on page 3, between Additions to Reduce Term Insurance (Section 6.2) and Additions to Increase Coverage; and the dividends that are used to purchase Paid-up Additions will be applied under Additions to Reduce Term Insurance. The Owner may change this allocation by written request that is sent to the Home Office if the Insured satisfies the insurability requirements stated in Section 1.8.

# SECTION 7. CASH VALUE, EXTENDED TERM INSURANCE AND PAID-UP INSURANCE

## 7.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Extended Term Insurance, Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance at the Attained Age of the Insured.

## 7.2 EXTENDED TERM INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Extended Term Insurance. The amount of the Life Insurance Benefit under this Extended Term Insurance will be:

- the Base Amount shown on page 3; plus
- the amount of Adjustable Term Protection then in force under Section 3; plus
- the amount of any Paid-up Additions in force under Section 6.3; plus
- the amount of any dividend accumulations (Section 5.2); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the due date of the unpaid premium. The Extended Term Insurance will start as of the due date of the unpaid premium. The period of the Extended Term Insurance will be determined by using the Cash Surrender Value as a net single premium at the Attained Age of the Insured. If the Extended Term Insurance would extend to or beyond age 121, Paid-up Insurance will be provided instead. Extended Term Insurance does not share in divisible surplus (Section 5.1).

If the Extended Term Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary.

### 7.3 PAID-UP INSURANCE

Paid-up Insurance may be selected in place of Extended Term Insurance. A written request must be received at the Home Office no later than three months after the due date of an unpaid premium. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 6); plus
- the amount of any existing dividend accumulations (Section 5.2); plus
- the amount of any dividend at death (Section 5.3); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

### 7.4 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds

will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 7.5 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 6. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 8. LOANS

### 8.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 8.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. No loan will be made if the Policy is in force as Extended Term Insurance. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 4.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

### 8.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;

- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary.

### 8.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 5.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 8.4 LOAN INTEREST

Loan interest is payable at any annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

## SECTION 9. CHANGE OF POLICY

### 9.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

### 9.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

## SECTION 10. BENEFICIARIES

### 10.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

### 10.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or a change of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 10.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 10.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 10.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 11. PAYMENT OF POLICY BENEFITS

### 11.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 11.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 11.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 11.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST-MENT-	POLICY YEARS ELAPSED	AGE ADJUST-MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5



# MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

## SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

## JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**WHOLE LIFE POLICY WITH ADJUSTABLE TERM PROTECTION**

**Participating**

Life Insurance Benefit payable on death of Insured.

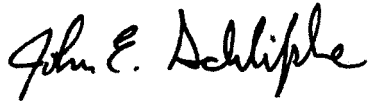
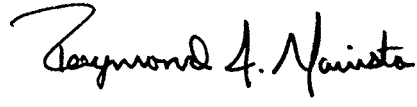
Premiums payable for period shown on page 3.

TT.ACL.(0513)

AR



The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

## WHOLE LIFE POLICY

### Participating

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.WL.(0513)



<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Whole Life {Paid-up at 90}	<b>Initial Total Insurance Amount</b>	\${200,000}

TT.WL.(0513)

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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**POLICY SCHEDULE PAGES**

Date of Issue – {May 1, 2013}

<b>Plan and Additional Benefits</b>	<b>Initial Amount</b>	<b>Annual Premiums</b>	<b>Payable For</b>
Whole Life {Paid-up at 90}			
Insurance Amount	\${200,000}	\${2,940.00}	{55 Years}
Initial Totals	\${200,000}	\${2,940.00}	

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first premium is \$ {2,940.00}.

To determine the premium when paid more often than annually, see page 6.

The minimum annual premium is \${2,940.00}. See Section 3.2.

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed.

**Direct Beneficiary** {Jane M. Doe}, {daughter of the Insured}

**Owner** {John J. Doe}, {the Insured}

<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Whole Life {Paid-up at 90}	<b>Initial Total Insurance Amount</b>	\${200,000}

**TABLE OF GUARANTEED VALUES**  
For \${200,000} Insurance Amount

End of Policy Year	May 1,	Cash Value (\$)	Paid-up Insurance (\$)	Extended Term Insurance To*
1	2014	0	0	May 1, 2014
2	2015	1,922	8,766	September 7, 2022
3	2016	3,914	17,233	August 1, 2028
4	2017	5,969	25,382	April 19, 2033
5	2018	8,094	33,237	October 9, 2036
6	2019	10,289	40,808	August 26, 2039
7	2020	12,552	48,089	January 8, 2042
8	2021	14,881	55,082	January 8, 2044
9	2022	17,275	61,794	October 14, 2045
10	2023	19,733	68,230	May 25, 2047
11	2024	22,252	74,397	November 15, 2048
12	2025	24,838	80,318	March 30, 2050
13	2026	27,492	86,003	June 25, 2051
14	2027	30,236	91,503	August 15, 2052
15	2028	33,070	96,820	September 8, 2053
16	2029	35,987	101,944	September 7, 2054
17	2030	38,986	106,877	August 16, 2055
18	2031	42,056	111,608	July 4, 2056
19	2032	45,197	116,145	May 6, 2057
20	2033	48,398	120,483	February 18, 2058
AGE 60	2038	65,213	139,459	July 29, 2061
AGE 65	2043	83,228	154,660	July 4, 2064
AGE 70	2048	101,861	166,747	March 1, 2067

\*Based on Extended Term Insurance described in Section 6.2 and amounts shown on page 3.

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

**TABLE OF CASH VALUES**  
For \$1.00 of Paid-up Additions

End of Policy Year	May 1,	Cash Value	End of Policy Year	May 1,	Cash Value
0	2013	0.20443			
1	2014	0.21173	44	2057	0.74256
2	2015	0.21928	45	2058	0.75622
3	2016	0.22710	46	2059	0.76947
4	2017	0.23517	47	2060	0.78223
5	2018	0.24351	48	2061	0.79456
6	2019	0.25213	49	2062	0.80648
7	2020	0.26102	50	2063	0.81794
8	2021	0.27016	51	2064	0.82886
9	2022	0.27956	52	2065	0.83919
10	2023	0.28921	53	2066	0.84886
11	2024	0.29910	54	2067	0.85785
12	2025	0.30925	55	2068	0.86615
13	2026	0.31967	56	2069	0.87375
14	2027	0.33044	57	2070	0.88093
15	2028	0.34156	58	2071	0.88769
16	2029	0.35300	59	2072	0.89403
17	2030	0.36477	60	2073	0.89991
18	2031	0.37682	61	2074	0.90529
19	2032	0.38914	62	2075	0.91046
20	2033	0.40170	63	2076	0.91537
21	2034	0.41443	64	2077	0.91998
22	2035	0.42737	65	2078	0.92420
23	2036	0.44051	66	2079	0.92785
24	2037	0.45393	67	2080	0.93142
25	2038	0.46762	68	2081	0.93492
26	2039	0.48152	69	2082	0.93833
27	2040	0.49558	70	2083	0.94163
28	2041	0.50972	71	2084	0.94485
29	2042	0.52390	72	2085	0.94799
30	2043	0.53814	73	2086	0.95105
31	2044	0.55243	74	2087	0.95401
32	2045	0.56682	75	2088	0.95689
33	2046	0.58135	76	2089	0.95968
34	2047	0.59602	77	2090	0.96237
35	2048	0.61087	78	2091	0.96498
36	2049	0.62581	79	2092	0.96749
37	2050	0.64081	80	2093	0.96991
38	2051	0.65568	81	2094	0.97225
39	2052	0.67043	82	2095	0.97450
40	2053	0.68511	83	2096	0.97666
41	2054	0.69970	84	2097	0.97873
42	2055	0.71420	85	2098	0.98064
43	2056	0.72852	86	2099	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year. These Cash Values are not guaranteed after the first 20 Policy years for increases in scheduled additional premiums or unscheduled additional premiums paid after the first 20 Policy years.



**PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL**

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 3.1) , the premium amount will be determined as follows:

<b>Premium Frequency</b>	<b>Multiply Annual Premium by:</b>
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.

## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 9.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 5; plus
- the amount of any dividend accumulations (Section 4.2); plus
- the amount of any premium refund (Section 3.1) and any dividend at death (Section 4.3);

minus the sum of the following:

- the amount of any Policy Debt (Section 7.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 3.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 5).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the Insured dies while the Policy is in force as Extended Term Insurance or Paid-up Insurance will be determined under Section 6.2 or 6.3.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 3.4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 3.2) or Unscheduled Additional Premium Option (Section 3.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age or sex of the Insured has been misstated and has not been corrected through a policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 9 and 10.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## 2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

## 2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The

Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

# SECTION 3. PREMIUMS AND REINSTATEMENT

## 3.1 PREMIUM PAYMENT

**Payment.** All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Extended Term Insurance or Paid-up Insurance under Sections 6.2 or 6.3, except as provided in Reinstatement (Section 3.4).

**Frequency.** Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 6). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

**Grace Period.** A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Extended Term Insurance or Paid-up Insurance under Sections 6.2 or 6.3.

**Adjustment To Life Insurance Benefit During Grace Period.** If the Insured dies during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

**Premium Refund At Death.** If the premium paid for the Policy year in which the Insured dies exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase a Paid-up Addition to increase coverage under Section 5; and
- any Unscheduled Additional Premium paid under Section 3.3.

### 3.2 AMOUNT OF PREMIUM; ADJUSTMENTS

**Scheduled And Minimum Premiums.** The premium due on this Policy is the scheduled premium. The scheduled premium is the sum of the minimum premium, any scheduled additional premium under Section 3.2, and any premium that is due for any additional benefit that is a part of this Policy. The annual premium amounts are shown on page 3.

**Additional Premiums Scheduled At Issue.** If requested on the Application, this Policy may have been issued with premiums that are larger than the minimum premium. The amount of the additional premium is shown on page 3.

**Additional Premiums Scheduled After Issue.** The Owner may pay additional premiums by requesting that the premium payable on the Policy be increased. This request may be made at any time before the earlier of either the Policy anniversary that is nearest to the Insured's 85th birthday or the end of the premium payable period shown on page 3. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insured satisfies the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

**Owner's Right To Decrease Scheduled Additional Premiums.** The Owner may decrease the amount of the additional premium through a Policy change. This may be done at any time by written request sent to the Home Office. Later increases in the amount of the additional premium may be made only as provided in the preceding paragraph.

**Effective Date.** A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

**Additional Premiums Used To Purchase Paid-up Additions.** Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions as described in Section 5.

### 3.3 UNSCHEDULED ADDITIONAL PREMIUM OPTION

Unscheduled additional premiums may be paid to the Company at any time before the earlier of either the Policy anniversary that is nearest to the Insured's 85th birthday or the end of the premium payable period shown on page 3. An unscheduled additional premium may be paid only if, at the time the premium is paid:

- the Insured meets the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

Each unscheduled premium may not be less than \$100. Each unscheduled premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Section 5.

### 3.4 REINSTATEMENT

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company while the Insured is alive. The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- the Insured must satisfy the insurability requirements stated in Section 1.8; and
- all unpaid minimum premiums and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

## SECTION 4. DIVIDENDS

### 4.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed. No dividend will be paid on Extended Term Insurance (Section 6.2).

### 4.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions as described in Section 5.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Accumulations may be withdrawn unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.
- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 4.3 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 5. PAID-UP ADDITIONS

Paid-up Additions are purchased at the beginning of the Policy year by additional premiums and by dividends. The amount of Paid-up Additions purchased by additional premiums is based on the annual additional premium minus a charge for expenses, even if the additional premium is paid other than annually. The charge will not be more than 9% for scheduled additional premiums that were scheduled at issue or that are applied for in the first 20 Policy years. The charge will not be

more than 9% for unscheduled additional premiums paid during the first 20 Policy years.

Paid-up Additions will increase the Life Insurance Benefit payable under Section 1.1. Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus (Section 4.1). They may be surrendered unless they are used for a loan, for Extended Term Insurance, or for Paid-up Insurance.

## SECTION 6. CASH VALUE, EXTENDED TERM INSURANCE AND PAID-UP INSURANCE

### 6.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Extended Term Insurance, Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance at the Attained Age of the Insured.

### 6.2 EXTENDED TERM INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Extended Term Insurance. The amount of the Life Insurance Benefit under this Extended Term Insurance will be:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 5; plus
- the amount of any dividend accumulations (Section 4.2); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the due date of the unpaid premium. The Extended Term Insurance will start as of the due date of the unpaid premium. The period of the Extended Term Insurance will be determined by using the Cash Surrender Value as a net single premium at the Attained Age of the Insured. If the Extended Term Insurance would extend to or beyond age 121, Paid-up Insurance will be provided instead. Extended Term Insurance does not share in divisible surplus (Section 4.1).

If the Extended Term Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary.

### 6.3 PAID-UP INSURANCE

Paid-up Insurance may be selected in place of Extended Term Insurance. A written request must be received at the Home Office no later than three months after the due date of an unpaid premium. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 4.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 5); plus
- the amount of any existing dividend accumulations (Section 4.2); plus
- the amount of any dividend at death (Section 4.3); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any policy loans after the date of the Insured's death, any policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

### 6.4 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 6.5 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Insurance Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in premium that occur under Section 3 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.



## SECTION 7. LOANS

### 7.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 7.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. No loan will be made if the Policy is in force as Extended Term Insurance. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 3.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

### 7.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;

- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary.

### 7.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 4.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 7.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

## SECTION 8. CHANGE OF POLICY

### 8.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

### 8.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

## SECTION 9. BENEFICIARIES

### 9.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

### 9.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or a change of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 9.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 9.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 9.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 10. PAYMENT OF POLICY BENEFITS

### 10.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 10.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income

plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 10.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 10.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 10.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

## SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

## JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

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Agent

---

Address

---

Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**WHOLE LIFE POLICY**

**Participating**

Life Insurance Benefit payable on death of Insured.

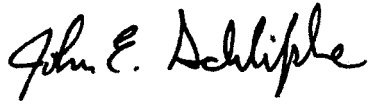
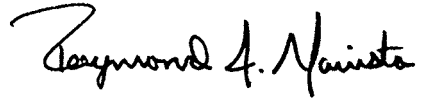
Premiums payable for period shown on page 3.

TT.WL.(0513)

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The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

## SINGLE PREMIUM WHOLE LIFE POLICY

Participating

Life Insurance Benefit payable on death of Insured.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.SPL.(0513)



<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Single Premium Whole Life	<b>Insurance Amount</b>	\${200,000}

TT.SPL.(0513)



**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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#### **ADDITIONAL BENEFITS (if any)**

#### **APPLICATION**

**POLICY SCHEDULE PAGES**

Date of Issue – {May 1, 2013}

Plan and Additional Benefits	Insurance Amount	Single Premium
Single Premium Whole Life	#{200,000}	#{40,886}

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed.

TABLE OF GUARANTEED VALUES			
End of Policy Year	May 1,	Cash Value (\$)	Reserve (\$)
1	2014	38,882	42,346
2	2015	40,443	43,856
3	2016	42,068	45,420
4	2017	43,754	47,034
5	2018	45,505	48,703
6	2019	47,324	50,427
7	2020	49,208	52,204
8	2021	51,157	54,033
9	2022	53,172	55,913
10	2023	55,251	57,842
11	2024	57,395	59,820
12	2025	59,608	61,850
13	2026	61,893	63,934
14	2027	64,267	66,087
15	2028	66,733	68,311
16	2029	69,288	70,601
17	2030	71,930	72,955
18	2031	74,652	75,364
19	2032	77,458	77,828
20	2033	80,339	80,339
AGE 60	2038	93,523	93,523
AGE 65	2043	107,628	107,628
AGE 70	2048	122,174	122,174

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt.

<b>Direct Beneficiary</b>	{Jane M. Doe}, {daughter of the Insured}		
<b>Owner</b>	{John J. Doe}, {the Insured}		
<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Single Premium Whole Life	<b>Insurance Amount</b>	#{200,000}

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## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 6.

The amount of the Life Insurance Benefit will be:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 3.2; plus
- the amount of any dividend accumulations (Section 3.2); plus
- the amount of any dividend at death (Section 3.4); minus
- the amount of any Policy Debt (Section 5.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy is issued in consideration of the application and any application supplements and payment of the single premium. The Policy, together with the attached application and any application supplements (together referred to in this policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or

remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue. Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

### 1.4 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premium paid, less the amount of any Policy Debt.

### 1.5 POLICY DATE AND DATE OF ISSUE

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3.

## **1.6 MISSTATEMENT**

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premium paid would have purchased at the correct age and sex.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 6 and 7.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## **2.3 NAMING AND CHANGING A SUCCESSOR OWNER**

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

## **2.4 COLLATERAL ASSIGNMENT**

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 3. ANNUAL DIVIDENDS

### 3.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

### 3.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions. Paid-up Additions will increase the Life Insurance Benefit payable under Section 1.1. Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus. They may be surrendered unless they are used for a loan.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations are payable as part of the Life Insurance Benefit. Dividend accumulations increase the Policy's Cash Value. They may be withdrawn unless they are used for a loan.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 3.3 ADDITIONS AND ACCUMULATIONS

Paid-up Additions and dividend accumulations increase the Policy's Cash Value. They are payable as part of the Policy proceeds. Additions may be surrendered and accumulations may be withdrawn unless they are used for a loan.

### 3.4 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 4. CASH VALUE

### 4.1 CASH VALUE

The Cash Value for this Policy will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

### 4.2 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

### 4.3 SURRENDER PROCEEDS

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 4.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and reserves for the Insurance Amount are shown on page 3 for the end of the Policy years indicated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Values during a Policy year will reflect any time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 3. A list of these values will be furnished on request.

The Cash Value and reserves for each Policy year not shown on page 3 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. For Cash Values, interest is based on an annual effective rate of 4.5% for the first 20 Policy years and 4% after that. For reserves under this Policy, and for Cash Values for any Paid-up Additions, interest is based on an annual effective rate of 4%. All calculations assume the immediate payment of claims.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 5. LOANS

### 5.1 POLICY LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 5.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan. The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

### 5.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan, minus the sum of:

- any Policy Debt; and
- loan interest on the new loan to the next Policy anniversary; and
- loan interest on any outstanding loans to the next Policy anniversary.

### 5.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 3.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 5.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans. Unpaid loan interest is included in Policy Debt.

## SECTION 6. BENEFICIARIES

### 6.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries, and further payees of the Life Insurance Benefit.

### 6.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or

- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.



### 6.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or

- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### **No Beneficiaries Survive And Receive Payment.**

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 6.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 6.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 7. PAYMENT OF POLICY BENEFITS

### 7.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 7.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 7.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 7.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 7.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 7.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

## SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

## JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 7.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

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Agent

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Address

---

Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**SINGLE PREMIUM WHOLE LIFE POLICY**

**Participating**


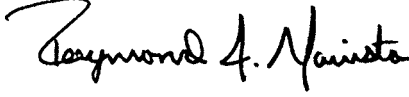
Life Insurance Benefit payable on death of Insured.

TT.SPL.(0513)

AR



The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

## CORPORATE WHOLE LIFE POLICY WITH ADDITIONAL PROTECTION

### Participating

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.KCL.5LN.(0513)



Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	Corporate Whole Life With Additional Protection	Initial Total Insurance Amount	\${200,000}

TT.KCL.5LN.(0513)

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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## **ADDITIONAL BENEFITS (if any)**

## **APPLICATION**

# POLICY SCHEDULE PAGES

Date of Issue – {May 1, 2013}

Plan and Additional Benefits	Initial Amount	Annual Premiums	Payable For
Corporate Whole Life With Additional Protection		\${1,571.00}	{86 Years}
Base Amount	\${100,000}		
Additional Protection	\${100,000}* Initial Totals		

\* To continue the Additional Protection after the first Policy year, an increased premium may be required under Section 3.2.

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first premium is \$ {1,571.00}.

To determine the premium when paid more often than annually, see page 8.

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed.

Direct Beneficiary	{Jane M. Doe}, {daughter of the Insured}		
Owner	{John J. Doe}, {the Insured}		
Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	Corporate Whole Life With Additional Protection	Initial Total Insurance Amount	\${200,000}

## TABLE OF INSURANCE AMOUNTS

For Policy Year Beginning May 1,	Base Amount	Additional Protection*	Total Insurance
2013	\$100,000	\$100,000	\$200,000
2014	100,000	100,000	200,000
2015	100,000	100,000	200,000
2016	100,000	100,000	200,000
2017	100,000	100,000	200,000
2018	100,000	100,000	200,000
2019	100,000	100,000	200,000
2020	100,000	100,000	200,000
2021	100,000	100,000	200,000
2022	100,000	100,000	200,000
2023	100,000	100,000	200,000
2024	100,000	100,000	200,000
2025	100,000	100,000	200,000
2026	100,000	100,000	200,000
2027	100,000	100,000	200,000
2028	100,000	100,000	200,000
2029	100,000	100,000	200,000
2030	100,000	100,000	200,000
2031	100,000	100,000	200,000
2032	100,000	100,000	200,000
2033	100,000	100,000	200,000
2034	100,000	100,000	200,000
2035	100,000	100,000	200,000
2036	100,000	100,000	200,000
2037	100,000	100,000	200,000
2038	100,000	100,000	200,000
2039	100,000	100,000	200,000
2040	100,000	100,000	200,000
2041	100,000	100,000	200,000
2042	100,000	100,000	200,000
2043	100,000	100,000	200,000
2044	100,000	100,000	200,000
2045	100,000	100,000	200,000
2046	100,000	100,000	200,000
2047	100,000	100,000	200,000
2048	100,000	100,000	200,000
2049	100,000	100,000	200,000
2050	100,000	100,000	200,000
2051	100,000	100,000	200,000
2052	100,000	100,000	200,000
2053	100,000	100,000	200,000
2054	100,000	100,000	200,000
2055	100,000	100,000	200,000
2056	100,000	100,000	200,000

\*To continue the Additional Protection after the first Policy year, an increased premium may be required under Section 3.2. Values do not include Paid-Up Additions purchased by additional premiums under Section 4.5.

## TABLE OF INSURANCE AMOUNTS (continued)

For Policy Year Beginning May 1,	Base Amount	Additional Protection*	Total Insurance
2057	\$100,000	\$100,000	\$200,000
2058	100,000	100,000	200,000
2059	100,000	100,000	200,000
2060	100,000	100,000	200,000
2061	100,000	100,000	200,000
2062	100,000	100,000	200,000
2063	100,000	100,000	200,000
2064	100,000	100,000	200,000
2065	100,000	100,000	200,000
2066	100,000	100,000	200,000
2067	100,000	100,000	200,000
2068	100,000	100,000	200,000
2069	100,000	100,000	200,000
2070	100,000	100,000	200,000
2071	100,000	100,000	200,000
2072	100,000	100,000	200,000
2073	100,000	100,000	200,000
2074	100,000	100,000	200,000
2075	100,000	100,000	200,000
2076	100,000	100,000	200,000
2077	100,000	100,000	200,000
2078	100,000	100,000	200,000
2079	100,000	100,000	200,000
2080	100,000	100,000	200,000
2081	100,000	100,000	200,000
2082	100,000	100,000	200,000
2083	100,000	100,000	200,000
2084	100,000	100,000	200,000
2085	100,000	100,000	200,000
2086	100,000	100,000	200,000
2087	100,000	100,000	200,000
2088	100,000	100,000	200,000
2089	100,000	100,000	200,000
2090	100,000	100,000	200,000
2091	100,000	100,000	200,000
2092	100,000	100,000	200,000
2093	100,000	100,000	200,000
2094	100,000	100,000	200,000
2095	100,000	100,000	200,000
2096	100,000	100,000	200,000
2097	100,000	100,000	200,000
2098	100,000	100,000	200,000

\*To continue the Additional Protection after the first Policy year, an increased premium may be required under Section 3.2. Values do not include Paid-Up Additions purchased by additional premiums under Section 4.5.

**TABLE OF GUARANTEED VALUES**  
For \$[100,000] Base Amount

End of Policy Year	May 1,	Cash Value	Paid-up Insurance
1	2014	0	0
2	2015	958	4,367
3	2016	1,950	8,585
4	2017	2,974	12,644
5	2018	4,032	16,558
6	2019	5,126	20,329
7	2020	6,253	23,955
8	2021	7,413	27,438
9	2022	8,605	30,781
10	2023	9,829	33,986
11	2024	11,084	37,057
12	2025	12,372	40,005
13	2026	13,693	42,835
14	2027	15,059	45,573
15	2028	16,470	48,220
16	2029	17,922	50,770
17	2030	19,415	53,225
18	2031	20,943	55,579
19	2032	22,506	57,836
20	2033	24,099	59,993
AGE 60	2038	32,462	69,420
AGE 65	2043	41,408	76,947
AGE 70	2048	50,635	82,890

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

**TABLE OF ANNUAL PREMIUMS PER \$1,000 OF TERM INSURANCE**

Used to calculate increased premiums.

See Section 3.2.

For Policy Year Beginning May 1,	Premium	For Policy Year Beginning May 1,	Premium
2013	2.14	2057	78.28
2014	2.15	2058	85.21
2015	2.15	2059	92.84
2016	2.16	2060	101.40
2017	2.23	2061	111.07
2018	2.42	2062	121.76
2019	2.65	2063	133.30
2020	2.86	2064	169.56
2021	3.13	2065	187.12
2022	3.39	2066	204.68
2023	3.69	2067	222.24
2024	3.99	2068	239.80
2025	4.33	2069	257.36
2026	4.68	2070	274.92
2027	5.08	2071	292.48
2028	5.50	2072	310.04
2029	6.00	2073	327.60
2030	6.56	2074	345.16
2031	7.19	2075	362.72
2032	7.93	2076	380.28
2033	8.70	2077	397.84
2034	9.55	2078	415.40
2035	10.43	2079	444.63
2036	11.38	2080	473.86
2037	12.39	2081	503.09
2038	13.53	2082	532.32
2039	14.79	2083	561.55
2040	16.22	2084	590.78
2041	17.83	2085	620.01
2042	19.62	2086	649.24
2043	21.58	2087	678.47
2044	23.66	2088	707.70
2045	25.88	2089	736.93
2046	28.24	2090	766.16
2047	30.78	2091	795.39
2048	33.64	2092	824.62
2049	36.86	2093	853.85
2050	40.56	2094	883.08
2051	44.78	2095	912.31
2052	49.48	2096	941.54
2053	54.60	2097	970.77
2054	60.08	2098	1000.00
2055	65.87		
2056	71.90		

**TABLE OF CASH VALUES**  
For \$1.00 of Paid-up Additions

End of Policy Year	May 1,	Cash Value	End of Policy Year	May 1,	Cash Value
0	2013	0.20443			
1	2014	0.21173	44	2057	0.74256
2	2015	0.21928	45	2058	0.75622
3	2016	0.22710	46	2059	0.76947
4	2017	0.23517	47	2060	0.78223
5	2018	0.24351	48	2061	0.79456
6	2019	0.25213	49	2062	0.80648
7	2020	0.26102	50	2063	0.81794
8	2021	0.27016	51	2064	0.82886
9	2022	0.27956	52	2065	0.83919
10	2023	0.28921	53	2066	0.84886
11	2024	0.29910	54	2067	0.85785
12	2025	0.30925	55	2068	0.86615
13	2026	0.31967	56	2069	0.87375
14	2027	0.33044	57	2070	0.88093
15	2028	0.34156	58	2071	0.88769
16	2029	0.35300	59	2072	0.89403
17	2030	0.36477	60	2073	0.89991
18	2031	0.37682	61	2074	0.90529
19	2032	0.38914	62	2075	0.91046
20	2033	0.40170	63	2076	0.91537
21	2034	0.41443	64	2077	0.91998
22	2035	0.42737	65	2078	0.92420
23	2036	0.44051	66	2079	0.92785
24	2037	0.45393	67	2080	0.93142
25	2038	0.46762	68	2081	0.93492
26	2039	0.48152	69	2082	0.93833
27	2040	0.49558	70	2083	0.94163
28	2041	0.50972	71	2084	0.94485
29	2042	0.52390	72	2085	0.94799
30	2043	0.53814	73	2086	0.95105
31	2044	0.55243	74	2087	0.95401
32	2045	0.56682	75	2088	0.95689
33	2046	0.58135	76	2089	0.95968
34	2047	0.59602	77	2090	0.96237
35	2048	0.61087	78	2091	0.96498
36	2049	0.62581	79	2092	0.96749
37	2050	0.64081	80	2093	0.96991
38	2051	0.65568	81	2094	0.97225
39	2052	0.67043	82	2095	0.97450
40	2053	0.68511	83	2096	0.97666
41	2054	0.69970	84	2097	0.97873
42	2055	0.71420	85	2098	0.98064
43	2056	0.72852	86	2099	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year. These Cash Values are not guaranteed after the first 20 Policy years for increases in scheduled additional premiums or unscheduled additional premiums paid after the first 20 Policy years.

**PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL**

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 4.1) , the premium amount will be determined as follows:

<b>Premium Frequency</b>	<b>Multiply Annual Premium by:</b>
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.



## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 9.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Base Amount shown on page 3; plus
- the amount of Additional Protection then in force under Section 3; plus
- the amount of any Paid-up Additions in force under Section 4.5; plus
- the amount of any dividend accumulations (Section 5.3); plus
- the amount of any premium refund (Section 4.1) and any dividend at death (Section 5.4);

minus the sum of the following:

- the amount of any Policy Debt (Section 7.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 4.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 4.5).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the Insured dies while the Policy is in force as Paid-up Insurance will be determined under Section 6.2.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.6). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

#### **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

#### **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

The Date of Issue for any insurance that occurs as a result of the Owner regaining the right to continue the amount of Additional Protection (Section 3.2) will be the date that this increase takes effect. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages.

#### **1.6 MISSTATEMENT**

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

#### **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

#### **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

## **SECTION 2. OWNERSHIP**

### **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 9 and 10.

### **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

### **2.3 NAMING AND CHANGING A SUCCESSOR OWNER**

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

### **2.4 COLLATERAL ASSIGNMENT**

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 3. ADDITIONAL PROTECTION

### 3.1 ADDITIONAL PROTECTION

**Description.** Additional Protection consists of one year term insurance and Paid-up Additions. At first, it is all one year term insurance. The amount of one year term insurance will be reduced by the amount of Paid-up Additions purchased by dividends or by the payment of additional premiums under Section 4.4. The amount of one year term insurance may increase if the amount of Additional Protection increases. One year term insurance will generally be in force for the entire Policy year; however, as provided in Sections 3.2 and 3.3, the one year term insurance may be terminated, or the amount of one year term insurance may be reduced during a Policy year.

**Amount.** The amount of Additional Protection for each Policy year will be the amount shown on page 4 so long as premiums are paid when due unless:

- the amount of Additional Protection is reduced by the Company under Section 3.2;
- the amount of Additional Protection is reduced by the Owner under Section 3.3; or
- the amount of Paid-up Additions in force purchased by dividends or by payment of additional premiums under Section 4.4 exceeds the amount of Additional Protection shown on page 4. In that case, the amount of Additional Protection will be the amount of these additions in force.

### 3.2 REDUCTION BY COMPANY; OWNER'S RIGHT TO CONTINUE EXISTING PROTECTION

If, at the end of any Policy month after the first Policy anniversary, any part of Additional Protection is one year term insurance, the Company may reduce the one year term insurance portion of Additional Protection for the remainder of the Policy year. The reduction will cause a like reduction in the amount of Additional Protection, so that the amount of Additional Protection will be

less than that shown on page 4. The Company may do this if it determines that the premium, not including any amount used to purchase Paid-up Additions or to pay for any additional benefits, is not large enough to pay for the Base Amount and the amount of term insurance that would be part of Additional Protection for the remainder of the Policy year. The Company will send written notice of the reduction.

The Owner may prevent a reduction in Additional Protection by making a written request and by paying an increased premium. The amount of the premium increase will not be more than:

- (a) the amount of the reduction in one year term insurance; multiplied by
- (b) the premium rate for one year term insurance for the Policy year.

The premium rates for term insurance are shown on page 6. The increased premium will be payable for the remainder of the premium paying period. The Owner's request and the premium must be received at the Home Office within 31 days of the date the reduction would take effect.

The right of the Owner to continue the amount of Additional Protection will terminate as of the first Policy month for which the Owner fails to pay an increased premium when due, or, if earlier, when the Owner reduces the Additional Protection under Section 3.3. If the right to continue the amount of Additional Protection has terminated for failure to pay an increased premium when due, the right will be restored the first day of any later Policy month on which the Company determines that the amount of Additional Protection in force need not be reduced below the amount shown on page 4. On or before the Policy anniversary nearest the Insured's 85th birthday, the Owner may also regain the right to continue the amount of Additional Protection if the increased premium is paid and the Insured satisfies the insurability requirements stated in Section 1.8. The Company may charge a fee for underwriting expenses.

### 3.3 REDUCTION OF ADDITIONAL PROTECTION BY OWNER

**Reduction If Dividend Option Changed.** If the Owner directs that dividends be used other than to purchase Paid-up Additions, any one year term insurance in force will terminate. The right to continue the amount of Additional Protection under Section 3.2 will also terminate. The amount of Additional Protection will then be the amount of Paid-up Additions purchased by dividends or by the payment of additional premiums under Section 4.4.

**Reduction If Additions Surrendered.** The amount of Additional Protection in force for the remainder of a Policy year will be reduced by the amount of additions, purchased by dividends or by the payment of additional premiums under Section 4.4, surrendered during that year. Also, the amounts of Additional Protection scheduled for future Policy years, as shown on page 4, will be reduced by the amount of these additions surrendered, except to the extent that the proceeds of the surrender are used to pay the premium then due on this Policy.

## SECTION 4. PREMIUMS AND REINSTATEMENT

### 4.1 PREMIUMS

**Payment.** All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Paid-up Insurance under Section 6.2, except as provided in Reinstatement (Section 4.6).

**Frequency.** Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 8). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

**Grace Period.** A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Paid-up Insurance under Section 6.2.

**Adjustment To Life Insurance Benefit During Grace Period.** If the Insured dies during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

**Premium Refund At Death.** If the premium paid for the Policy year in which the Insured dies exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase Paid-up Additions to increase coverage under Section 4.5; and
- any unscheduled additional premium paid under Section 4.3.

Any refund will be part of the Life Insurance Benefit described in Section 1.1.

## 4.2 AMOUNT OF PREMIUM; ADJUSTMENTS

The amount of the premium due is shown on page 3. The premium due on the Policy may be increased as provided in Sections 3.2 and 4.3. Any scheduled additional premium may be decreased as provided in Section 4.3.

## 4.3 ADDITIONAL PREMIUMS

**Purchase of Paid-up Additions.** Additional premiums are used to purchase paid-up additional insurance. The Company will deduct a charge of not more than 9% for scheduled additional premiums that were scheduled at issue or that are applied for in the first 20 Policy years. The charge will not be more than 9% for unscheduled additional premiums paid during the first 20 Policy years. Paid-up Additions can be used to reduce term insurance (Section 4.4) or to increase coverage (Section 4.5). Paid-up Additions increase the Policy's Cash Value and will share in divisible surplus (Section 5.1). They may be surrendered unless used for a loan or for Paid-up Insurance under Section 6.2.

**Allocation of Additional Premiums.** The additional premiums will be allocated, as shown on page 3, between Sections 4.4 and 4.5. At issue, all additional premiums must be used to increase coverage according to Section 4.5. After issue, the Owner may add additional premiums to reduce term insurance according to Section 4.4. This may be done by written request that is sent to the Home Office if the Insured satisfies the insurability requirements stated in Section 1.8.

**Additional Premiums Scheduled At Issue.** Scheduled additional premiums are level and are payable for the number of years shown on page 3. Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions under Section 4.5.

**Additional Premiums Scheduled After Issue.** The Owner may pay additional premiums by requesting that the level premium payable on the Policy be increased. This request for an increase in the level amount may be made at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insured satisfies the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

**Owner's Right To Decrease Scheduled Additional Premiums.** The Owner may decrease the amount of the additional premium through a Policy change. This may be done at any time by written request sent to the Home Office.

**Effective Date.** A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

**Unscheduled Additional Premium Option.** Unscheduled additional premiums may be paid to the Company at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. An unscheduled additional premium may be paid only if, at the time the premium is paid:

- the Insured meets the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000.

Each unscheduled premium may not be less than \$1000. Each unscheduled premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Sections 4.4 and 4.5.

**Fee For Underwriting And Administrative Expenses.** The Company may charge a fee for underwriting and administrative expenses if the Owner:

- changes the additional premium allocation; or
- increases the scheduled additional premium; or
- pays an unscheduled additional premium.

#### **4.4 ADDITIONAL PREMIUM: ADDITIONS TO REDUCE TERM INSURANCE**

This type of Paid-up Addition will be part of the Additional Protection. Each addition will reduce the amount of one year term insurance that is in force as part of the Additional Protection. At issue, all additional premiums must be used to increase coverage according to Section 4.5.

#### **4.5 ADDITIONAL PREMIUM: ADDITIONS TO INCREASE COVERAGE**

This type of Paid-up Addition is not included in the Additional Protection. Each addition will immediately increase the Life Insurance Benefit payable under Section 1.1.

#### **4.6 REINSTATEMENT**

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid premiums and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company while the Insured is alive. The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- the Insured must satisfy the insurability requirements stated in Section 1.8; and
- all unpaid premiums (except for scheduled additional premiums) and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

## **SECTION 5. DIVIDENDS**

#### **5.1 ANNUAL DIVIDENDS**

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

#### **5.2 USE OF DIVIDENDS**

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions. Paid-up Additions share in the divisible surplus. Paid-up Additions purchased by dividends will be part of Additional Protection.
- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate.
- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 5.3 ADDITIONS AND ACCUMULATIONS

Paid-up Additions and dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Additions may be surrendered and accumulations may be withdrawn unless they are used for a loan or for Paid-up Insurance.

### 5.4 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 6. CASH VALUE AND PAID-UP INSURANCE

### 6.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance at the Attained Age of the Insured.

### 6.2 PAID-UP INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Paid-up Insurance. The amount of insurance will be determined by using the Cash Value as a net single

premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 5.2); plus
- the amount of any existing dividend accumulations (Section 5.3); plus
- the amount of any dividend at death (Section 5.4); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.



### 6.3 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 6.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 5 for the end of the

Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 7. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 5. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 5 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 7. LOANS

### 7.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 7.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 4.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

## 7.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;
- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary

## 7.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 5.1.

Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

## 7.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

# SECTION 8. CHANGE OF POLICY

## 8.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

## 8.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

# SECTION 9. BENEFICIARIES

## 9.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

## 9.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured at the

time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 9.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

**No Beneficiaries Survive And Receive Payment.** If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 9.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 9.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 10. PAYMENT OF POLICY BENEFITS

### 10.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 10.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 10.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 10.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 10.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST-MENT-	POLICY YEARS ELAPSED	AGE ADJUST-MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# MINIMUM PAYMENT RATE TABLES

## Minimum Monthly Income Payments per \$1,000 of Proceeds

### SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

### JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

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Agent

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Address

---

Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**CORPORATE WHOLE LIFE POLICY  
WITH ADDITIONAL PROTECTION**

**Participating**

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.


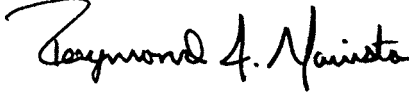
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The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

**ESTATE WHOLE LIFE POLICY  
WITH ADDITIONAL PROTECTION**

**Participating**

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.ECL.(0513)



<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Estate Whole Life With Additional Protection	<b>Initial Total Insurance Amount</b>	\${2,000,000}

TT.ECL.(0513)

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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## **ADDITIONAL BENEFITS (if any)**

## **APPLICATION**

# POLICY SCHEDULE PAGES

Date of Issue – {May 1, 2013}

Plan and Additional Benefits	Initial Amount	Annual Premiums	Payable For
Estate Whole Life With Additional Protection			
Base Amount	\${1,000,000}	\$ {13,030.00}	{86 Years}
Additional Protection	\${1,000,000}		
One Year Term Insurance	*	\$ { 2,000.00}+	{86 Years}
Scheduled Additional Premium		\$ { 0.00}+	{86 Years}
Initial Totals	\${2,000,000}	\$ {15,030.00}	

\* To continue the Additional Protection after the first Policy year, an increased premium may be required under Section 3.2. The Company, at any time, may reduce the Additional Protection if the Owner surrenders additions that are part of the Additional Protection, or directs that dividends are used other than to purchase Paid-up Additions.

+ The annual premium for Additional Protection is \$ {2,000.00}. The Company will determine the portion of this premium that is needed to pay for the amount of one year term insurance in force. If this premium is not sufficient to pay for the amount of one year term insurance in force, an increased premium will be required to maintain coverage. See Sections 3.1 and 3.2.

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first premium is \$ {15,030.00}.

To determine the premium when paid more often than annually, see page 7.

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed.

**Direct Beneficiary** {Jane M. Doe}, {daughter of the Insured}

**Owner** {John J. Doe}, {the Insured}

<b>Insured</b>	{John J. Doe}	<b>Age and Sex</b>	{35} {Male}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Estate Whole Life With Additional Protection	<b>Initial Total Insurance Amount</b>	\$(2,000,000)

**TABLE OF GUARANTEED VALUES**  
For \$[1,000,000] Base Amount

End of Policy Year	May 1,	Cash Value (\$)	Paid-up Insurance (\$)
1	2014	0	0
2	2015	9,576	43,671
3	2016	19,496	85,850
4	2017	29,736	126,445
5	2018	40,320	165,577
6	2019	51,255	203,286
7	2020	62,528	239,554
8	2021	74,128	274,383
9	2022	86,053	307,812
10	2023	98,292	339,864
11	2024	110,838	370,571
12	2025	123,716	400,051
13	2026	136,931	428,353
14	2027	150,589	455,731
15	2028	164,698	482,199
16	2029	179,221	507,702
17	2030	194,151	532,251
18	2031	209,430	555,787
19	2032	225,063	578,359
20	2033	240,990	599,933
AGE 60	2038	324,617	694,196
AGE 65	2043	414,082	769,471
AGE 70	2048	506,352	828,900

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

**TABLE OF CASH VALUES**  
For \$1.00 of Paid-up Additions

End of Policy Year	May 1,	Cash Value	End of Policy Year	May 1,	Cash Value
0	2013	0.20443			
1	2014	0.21173	44	2057	0.74256
2	2015	0.21928	45	2058	0.75622
3	2016	0.22710	46	2059	0.76947
4	2017	0.23517	47	2060	0.78223
5	2018	0.24351	48	2061	0.79456
6	2019	0.25213	49	2062	0.80648
7	2020	0.26102	50	2063	0.81794
8	2021	0.27016	51	2064	0.82886
9	2022	0.27956	52	2065	0.83919
10	2023	0.28921	53	2066	0.84886
11	2024	0.29910	54	2067	0.85785
12	2025	0.30925	55	2068	0.86615
13	2026	0.31967	56	2069	0.87375
14	2027	0.33044	57	2070	0.88093
15	2028	0.34156	58	2071	0.88769
16	2029	0.35300	59	2072	0.89403
17	2030	0.36477	60	2073	0.89991
18	2031	0.37682	61	2074	0.90529
19	2032	0.38914	62	2075	0.91046
20	2033	0.40170	63	2076	0.91537
21	2034	0.41443	64	2077	0.91998
22	2035	0.42737	65	2078	0.92420
23	2036	0.44051	66	2079	0.92785
24	2037	0.45393	67	2080	0.93142
25	2038	0.46762	68	2081	0.93492
26	2039	0.48152	69	2082	0.93833
27	2040	0.49558	70	2083	0.94163
28	2041	0.50972	71	2084	0.94485
29	2042	0.52390	72	2085	0.94799
30	2043	0.53814	73	2086	0.95105
31	2044	0.55243	74	2087	0.95401
32	2045	0.56682	75	2088	0.95689
33	2046	0.58135	76	2089	0.95968
34	2047	0.59602	77	2090	0.96237
35	2048	0.61087	78	2091	0.96498
36	2049	0.62581	79	2092	0.96749
37	2050	0.64081	80	2093	0.96991
38	2051	0.65568	81	2094	0.97225
39	2052	0.67043	82	2095	0.97450
40	2053	0.68511	83	2096	0.97666
41	2054	0.69970	84	2097	0.97873
42	2055	0.71420	85	2098	0.98064
43	2056	0.72852	86	2099	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year. These Cash Values are not guaranteed after the first 20 Policy years for increases in scheduled additional premiums or unscheduled additional premiums paid after the first 20 Policy years.

**TABLE OF MAXIMUM ANNUAL PREMIUMS PER \$1,000 OF TERM INSURANCE**

Used for calculation of Additional Protection premiums (Section 3.2)

Beginning of Policy Year	May 1,	Premium	Beginning of Policy Year	May 1,	Premium
1	2013	11.59			
2	2014	12.11	45	2057	130.10
3	2015	12.67	46	2058	139.91
4	2016	13.25	47	2059	150.55
5	2017	13.87	48	2060	162.01
6	2018	14.52	49	2061	174.44
7	2019	15.21	50	2062	187.96
8	2020	15.93	51	2063	202.63
9	2021	16.70	52	2064	218.45
10	2022	17.50	53	2065	235.38
11	2023	18.35	54	2066	253.33
12	2024	19.25	55	2067	272.20
13	2025	20.19	56	2068	291.87
14	2026	21.19	57	2069	312.17
15	2027	22.26	58	2070	333.68
16	2028	23.40	59	2071	356.48
17	2029	24.61	60	2072	380.51
18	2030	25.90	61	2073	405.54
19	2031	27.27	62	2074	431.15
20	2032	28.73	63	2075	458.60
21	2033	30.28	64	2076	487.84
22	2034	31.92	65	2077	518.56
23	2035	33.66	66	2078	549.95
24	2036	35.51	67	2079	572.45
25	2037	37.49	68	2080	594.95
26	2038	39.62	69	2081	617.46
27	2039	41.89	70	2082	639.96
28	2040	44.31	71	2083	662.46
29	2041	46.89	72	2084	684.96
30	2042	49.63	73	2085	707.47
31	2043	52.55	74	2086	729.97
32	2044	55.67	75	2087	752.47
33	2045	59.02	76	2088	774.97
34	2046	62.63	77	2089	797.48
35	2047	66.55	78	2090	819.98
36	2048	70.81	79	2091	842.48
37	2049	75.43	80	2092	864.98
38	2050	80.47	81	2093	887.49
39	2051	85.89	82	2094	909.99
40	2052	91.75	83	2095	932.49
41	2053	98.13	84	2096	954.99
42	2054	105.09	85	2097	977.50
43	2055	112.71	86	2098	1,000.00
44	2056	121.04			

**PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL**

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 4.1) , the premium amount will be determined as follows:

<b>Premium Frequency</b>	<b>Multiply Annual Premium by:</b>
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.



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## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 10.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Base Amount shown on page 3; plus
- the amount of Additional Protection then in force under Section 3; plus
- the amount of any Paid-up Additions in force under Section 6.3; plus
- the amount of any dividend accumulations (Section 5.2); plus
- the amount of any premium refund (Section 4.1) and any dividend at death (Section 5.3);

minus the sum of the following:

- the amount of any Policy Debt (Section 8.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 4.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 6.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the Insured dies while the Policy is in force as Paid-up Insurance will be determined under Section 7.2.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 4.2) or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age or sex of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

### 2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

### 2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The

Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 3. ADDITIONAL PROTECTION

### 3.1 ADDITIONAL PROTECTION

**Description.** Additional Protection consists of one year term insurance and Paid-up Additions. The amount of one year term insurance will be reduced by the amount of Paid-up Additions purchased under Section 6.2 by dividends or by the payment of additional premiums.

If the Company determines that the premium for Additional Protection is greater than the amount of premium needed for the one year term insurance portion of Additional Protection, the amount by which the premium for Additional Protection exceeds the premium for one year term insurance (as shown on page 3) will be treated as an additional premium and will be used to purchase Paid-up Additions under Section 6.2. As provided in Section 4.2, the Owner may reduce the premium so that Paid-up Additions are not purchased.

**Amount.** The amount of Additional Protection for each Policy year will be the amount shown on page 3 so long as premiums are paid when due unless:

- the amount of Additional Protection is reduced by the Company under Section 3.2; or
- the amount of Additional Protection is reduced by the Owner under Section 3.3.

### 3.2 REDUCTION BY COMPANY; OWNER'S RIGHT TO CONTINUE EXISTING PROTECTION

If, on any Policy anniversary, any part of Additional Protection is one year term insurance, the Company may reduce the one year term insurance. The Company will determine annually, based on the mortality, investment earnings and expense factors then being used to determine dividends payable on the Policy, whether the Base Amount and Additional Protection will generate sufficient values to pay the cost of one year term insurance. If the cost of one year term insurance is greater than these values, and the Owner declines to pay an increased premium as provided in the next paragraph, the one year term insurance will be reduced so that its cost equals these values. The reduction of one year term insurance will cause a like reduction in the amount of Additional Protection, so that the amount of Additional Protection will be less than the amount shown on page 3. The Company will send written notice of the reduction.

The Owner may prevent a reduction that would otherwise occur by paying an increased premium for the portion of Additional Protection that is one year term insurance. The amount of the premium for one year term insurance that is part of Additional Protection will not be more than:

- (a) the amount of one year term insurance that is part of Additional Protection; multiplied by
- (b) the maximum level annual term premium rates shown on page 6.

The increased premium will be payable for the remainder of the premium paying period. The premium must be received at the Home Office within 31 days of the date the reduction would take effect.

The right of the Owner to continue the amount of Additional Protection will terminate as of the first Policy anniversary for which the Owner fails to pay an increased premium when due, or, if earlier, when the Owner reduces the Additional Protection under Section 3.3.

### 3.3 OTHER REDUCTIONS OF ADDITIONAL PROTECTION

**Reduction if Dividend Option Other than Paid-up Additions.** If the Owner directs that dividends be used other than to purchase Paid-up Additions, any one year term insurance in force will terminate. The amount of Additional Protection will then be the amount of Paid-up Additions in force under Section 6.2.

**Reduction If Additions Surrendered.** If additions under Section 6.2 are surrendered, any one year term insurance in force will terminate. The amount of Additional Protection will then be the amount of Paid-up Additions in force under Section 6.2.

## SECTION 4. PREMIUMS AND REINSTATEMENT

### 4.1 PREMIUMS

**Payment.** All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Paid-up Insurance under Section 7.2, except as provided in Reinstatement (Section 4.4).

**Frequency.** Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 7). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

**Grace Period.** A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Paid-up Insurance under Section 7.2.

**Adjustment To Life Insurance Benefit During Grace Period.** If the Insured dies during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

**Premium Refund At Death.** If the premium paid for the Policy year in which the Insured dies exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase Paid-up Additions to increase coverage under Section 6.3; and
- any unscheduled additional premium paid under Section 4.3.

Any refund will be part of the Life Insurance Benefit described in Section 1.1.

## 4.2 AMOUNT OF PREMIUM; ADJUSTMENTS

**Scheduled Premiums.** The premium due on this Policy is the scheduled premium. The scheduled premium is the sum of any premium for the Base Amount, any premium for Additional Protection (including any increases in Additional Protection premium described in Section 3.2), any scheduled additional premium used to purchase Paid-up Additions under Section 6.3, and any premium that is due for any additional benefit that is a part of this Policy. The annual premium amounts are shown on page 3.

An increased premium for Additional Protection will be based on the Attained Age of the Insured and the amount of one year term insurance that is in force as part of Additional Protection as of the date used to determine the increased premium.

**Additional Premiums Scheduled At Issue.** If requested on the Application, this Policy may have been issued with level additional premiums. The amount of the additional premium is shown on page 3.

**Additional Premiums Scheduled After Issue.** The Owner may pay additional premiums by requesting that the level premium payable on the Policy be increased and paying any required fees. This request may be made at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insured satisfies the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000 per calendar year.

**Owner's Right To Decrease Scheduled Additional Premiums.** The Owner may decrease the amount of the level additional premium or the amount of Additional Protection premium used to purchase Paid-up Additions through a Policy change. This may be done at any time by written request sent to the Home Office with a payment of any required fees. Later increases in the level amount of the additional premium may be made only as provided in the preceding paragraph.

**Effective Date.** A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

**Additional Premiums Used To Purchase Paid-up Additions.** Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions as described in Section 6.

## 4.3 UNSCHEDULED ADDITIONAL PREMIUM OPTION

Unscheduled additional premiums may be paid to the Company at any time before the Policy anniversary that is nearest to the Insured's 85th birthday. An unscheduled additional premium may be paid only if, at the time the premium is paid and any required fees are paid:

- the Insured meets the insurability requirements stated in Section 1.8; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of the Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000 per calendar year.

Each unscheduled additional premium may not be less than \$100. Each unscheduled additional premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Section 6.

#### 4.4 REINSTATEMENT

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (except premiums that would purchase Paid-up Additions) and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company while the Insured is alive. The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- the Insured must satisfy the insurability requirements stated in Section 1.8; and
- all unpaid premiums (except premiums that would purchase Paid-up Additions) and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

## SECTION 5. DIVIDENDS

#### 5.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

#### 5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions as described in Section 6.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Accumulations may be withdrawn unless they are used for a loan or for Paid-up Insurance under Section 7.2.
- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

#### 5.3 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 6. PAID-UP ADDITIONS

### 6.1 PURCHASE OF ADDITIONS; CHARGES

Paid-up Additions are purchased at the beginning of the Policy year by additional premiums and by dividends. The amount of Paid-up Additions purchased by additional premiums is based on the annual additional premium minus a charge for expenses, even if the additional premium is paid other than annually. The charge will not be more than 9% for scheduled additional premiums that were scheduled at issue or that are applied for in the first 20 Policy years. The charge will not be more than 9% for unscheduled additional premiums paid during the first 20 Policy years.

Paid-up Additions can be used to reduce term insurance (Section 6.2) or to increase coverage (Section 6.3). Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus (Section 5.1). They may be surrendered, subject to the limitations of Section 3.3, unless they are used for a loan or for Paid-up Insurance.

### 6.2 ADDITIONS TO REDUCE TERM INSURANCE

This type of Paid-up Addition will be part of the Additional Protection. Each addition will reduce the amount of one year term insurance that is in force as part of Additional Protection, and the amount of Additional Protection will remain unchanged.

### 6.3 ADDITIONS TO INCREASE COVERAGE

This type of Paid-up Addition is not included in the Additional Protection. Each addition will immediately increase the Life Insurance Benefit payable under Section 1.1.

### 6.4 ALLOCATION OF ADDITIONAL PREMIUMS AND DIVIDENDS

When there is no one year term insurance in force as part of the Additional Protection, the dividends and the additional premiums will be applied under Additions to Increase Coverage (Section 6.3). When there is one year term insurance in force, dividends and any part of the premium for Additional Protection treated as an additional premium will be applied under Section 6.2. Scheduled additional premiums which are not part of the premium for Additional Protection will be applied under Section 6.3.

The Owner may change the allocation of additional premiums between Sections 6.2 and 6.3 by written request that is sent to the Home Office if the Insured satisfies the insurability requirements stated in Section 1.8. An increase in the amount of premium allocated to the purchase of additions under Section 6.2 will be reflected as an increase in the amount of the premium payable for Additional Protection.

## SECTION 7. CASH VALUE AND PAID-UP INSURANCE

### 7.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance at the Attained Age of the Insured.



## 7.2 PAID-UP INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Paid-up Insurance. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 6); plus
- the amount of any existing dividend accumulations (Section 5.2); plus
- the amount of any dividend at death (Section 5.3); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

## 7.3 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds

will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

## 7.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 8. LOANS

### 8.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 8.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 4.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

### 8.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;

- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary.

### 8.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 5.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 8.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

## SECTION 9. CHANGE OF POLICY

### 9.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

### 9.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

## SECTION 10. BENEFICIARIES

### 10.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

### 10.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 10.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 10.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 10.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 11. PAYMENT OF POLICY BENEFITS

### 11.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 11.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 11.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 11.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

## SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

## JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

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Agent

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Address

---

Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**ESTATE WHOLE LIFE POLICY  
WITH ADDITIONAL PROTECTION**

**Participating**

Life Insurance Benefit payable on death of Insured.

Premiums payable for period shown on page 3.

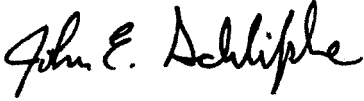
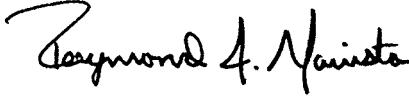
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The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

**SURVIVORSHIP WHOLE LIFE POLICY  
WITH ADDITIONAL PROTECTION  
INSURANCE PAYABLE ON SECOND DEATH**

**Participating**

Life Insurance Benefit payable on second death.

Premiums payable for period shown on page 3.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.SCL.(0513)



<b>Insured</b>	{John J. Doe} {Jane J. Doe}	<b>Age and Sex</b>	{35} {Male} {35} {Female}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Survivorship Whole Life With Additional Protection	<b>Initial Total Insurance Amount</b>	\${2,000,000}

TT.SCL.(0513)

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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## **ADDITIONAL BENEFITS (if any)**

## **APPLICATION**

**POLICY SCHEDULE PAGES**

Date of Issue – {May 1, 2013}

<b>Plan and Additional Benefits</b>	<b>Initial Amount</b>	<b>Annual Premiums</b>	<b>Payable For</b>
Survivorship Whole Life With Additional Protection			
Base Amount	\${1,000,000}	\$ {8,210.00}	{86 Years}
Additional Protection	\${1,000,000}		
One Year Term Insurance	*	\$ {500.00}+	{86 Years}
Initial Totals	\${2,000,000}	\$ {8,710.00}	

\* To continue the Additional Protection after the first Policy year, an increased premium may be required under Section 3.2. The Company, at any time, may reduce the Additional Protection if the Owner surrenders additions that are part of the Additional Protection, or directs that dividends are used other than to purchase Paid-up Additions.

+ The annual premium for Additional Protection is \$ {500.00}. The Company will determine the portion of this premium that is needed to pay for the amount of one year term insurance in force. If this premium is not sufficient to pay for the amount of one year term insurance in force, an increased premium will be required to maintain coverage. See Sections 3.1 and 3.2

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first premium is \$ {8,710.00}.

To determine the premium when paid more often than annually, see page 7.

This Policy is issued in a {Premier (Non-Tobacco)} premium classification on John J. Doe and in a {Premier (Non-Tobacco)} premium classification on Jane J. Doe.

This Policy is participating. Dividends are not guaranteed.

<b>Direct Beneficiary</b>	{Jane M. Doe}, {daughter of the Insured}		
<b>Owner</b>	{John J. Doe}, {the Insured}		
<b>Insured</b>	{John J. Doe} {Jane J. Doe}	<b>Age and Sex</b>	{35} {Male} {35} {Female}
<b>Policy Date</b>	{May 1, 2013}	<b>Policy Number</b>	{00 000 000}
<b>Plan</b>	Survivorship Whole Life With Additional Protection	<b>Initial Total Insurance Amount</b>	\${2,000,000}

**TABLE OF GUARANTEED VALUES**  
For \$[1,000,000] Base Amount

End of Policy Year	May 1,	Cash Value (\$)	Paid-up Insurance (\$)
1	2014	0	0
2	2015	6,550	44,741
3	2016	13,359	87,748
4	2017	20,437	129,086
5	2018	27,795	168,820
6	2019	35,444	207,012
7	2020	43,393	243,720
8	2021	51,655	278,999
9	2022	60,241	312,903
10	2023	69,161	345,482
11	2024	78,427	376,785
12	2025	88,052	406,859
13	2026	98,046	435,747
14	2027	108,423	463,499
15	2028	119,196	490,157
16	2029	130,375	515,757
17	2030	141,973	540,336
18	2031	153,998	563,927
19	2032	166,461	586,563
20	2033	179,370	608,276
AGE 60	2038	250,809	703,994
AGE 65	2043	333,981	780,821
AGE 70	2048	427,911	841,618

Values are increased by Paid-up Additions and dividend accumulations and decreased by Policy Debt. Values shown at end of the Policy year do not reflect any premium due on that Policy anniversary.

{The guaranteed values shown above are based on the 2001 Commissioners Standard Ordinary Mortality Table [Non-Smoker] Ultimate Age Nearest Birthday for [John J. Doe] and the 2001 Commissioners Standard Ordinary Mortality Table [Non-Smoker] Ultimate Age Nearest Birthday for [Jane J. Doe].}

**TABLE OF CASH VALUES**  
For \$1.00 of Paid-up Additions

End of Policy Year	May 1,	Cash Value	End of Policy Year	May 1,	Cash Value
0	2013	0.13535			
1	2014	0.14076	44	2057	0.66683
2	2015	0.14639	45	2058	0.68422
3	2016	0.15224	46	2059	0.70135
4	2017	0.15832	47	2060	0.71799
5	2018	0.16464	48	2061	0.73410
6	2019	0.17122	49	2062	0.74967
7	2020	0.17805	50	2063	0.76465
8	2021	0.18515	51	2064	0.77894
9	2022	0.19252	52	2065	0.79266
10	2023	0.20019	53	2066	0.80545
11	2024	0.20815	54	2067	0.81731
12	2025	0.21642	55	2068	0.82823
13	2026	0.22501	56	2069	0.83841
14	2027	0.23392	57	2070	0.84873
15	2028	0.24318	58	2071	0.85887
16	2029	0.25278	59	2072	0.86849
17	2030	0.26275	60	2073	0.87728
18	2031	0.27308	61	2074	0.88479
19	2032	0.28379	62	2075	0.89120
20	2033	0.29488	63	2076	0.89630
21	2034	0.30636	64	2077	0.90224
22	2035	0.31823	65	2078	0.90844
23	2036	0.33050	66	2079	0.91438
24	2037	0.34318	67	2080	0.92019
25	2038	0.35627	68	2081	0.92581
26	2039	0.36976	69	2082	0.93120
27	2040	0.38367	70	2083	0.93629
28	2041	0.39797	71	2084	0.94099
29	2042	0.41266	72	2085	0.94531
30	2043	0.42773	73	2086	0.94928
31	2044	0.44317	74	2087	0.95296
32	2045	0.45897	75	2088	0.95633
33	2046	0.47513	76	2089	0.95932
34	2047	0.49162	77	2090	0.96203
35	2048	0.50844	78	2091	0.96453
36	2049	0.52554	79	2092	0.96733
37	2050	0.54289	80	2093	0.96979
38	2051	0.56041	81	2094	0.97212
39	2052	0.57807	82	2095	0.97439
40	2053	0.59582	83	2096	0.97636
41	2054	0.61363	84	2097	0.97826
42	2055	0.63145	85	2098	0.98064
43	2056	0.64921	86	2099	1.00000

Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year. These Cash Values are not guaranteed after the first 20 Policy years for increases in scheduled additional premiums or unscheduled additional premiums paid after the first 20 Policy years.

**TABLE OF MAXIMUM ANNUAL PREMIUMS PER \$1,000 OF TERM INSURANCE**

Used for calculation of Additional Protection premiums (Section 3.2)

Beginning of Policy Year	May 1,	Premium	Beginning of Policy Year	May 1,	Premium
1	2013	6.14			
2	2014	6.43	45	2057	78.50
3	2015	6.73	46	2058	84.98
4	2016	7.04	47	2059	92.10
5	2017	7.38	48	2060	99.86
6	2018	7.73	49	2061	108.28
7	2019	8.10	50	2062	117.46
8	2020	8.50	51	2063	127.43
9	2021	8.91	52	2064	138.20
10	2022	9.35	53	2065	149.94
11	2023	9.82	54	2066	162.38
12	2024	10.31	55	2067	175.47
13	2025	10.83	56	2068	189.12
14	2026	11.39	57	2069	203.50
15	2027	11.98	58	2070	220.05
16	2028	12.60	59	2071	238.69
17	2029	13.27	60	2072	259.01
18	2030	13.98	61	2073	280.37
19	2031	14.73	62	2074	301.22
20	2032	15.54	63	2075	321.26
21	2033	16.40	64	2076	338.99
22	2034	17.32	65	2077	361.96
23	2035	18.31	66	2078	389.16
24	2036	19.36	67	2079	418.85
25	2037	20.49	68	2080	452.20
26	2038	21.71	69	2081	489.42
27	2039	23.01	70	2082	530.89
28	2040	24.42	71	2083	576.42
29	2041	25.93	72	2084	625.38
30	2042	27.56	73	2085	677.90
31	2043	29.31	74	2086	734.01
32	2044	31.22	75	2087	794.60
33	2045	33.27	76	2088	858.87
34	2046	35.50	77	2089	924.96
35	2047	37.93	78	2090	993.62
36	2048	40.57	79	2091	1000.00
37	2049	43.44	80	2092	1000.00
38	2050	46.58	81	2093	1000.00
39	2051	50.00	82	2094	1000.00
40	2052	53.73	83	2095	1000.00
41	2053	57.82	84	2096	1000.00
42	2054	62.29	85	2097	1000.00
43	2055	67.20	86	2098	1000.00
44	2056	72.59			

**PREMIUM PAYMENT FREQUENCIES OTHER THAN ANNUAL**

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown on page 3. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 4.1) , the premium amount will be determined as follows:

<b>Premium Frequency</b>	<b>Multiply Annual Premium by:</b>
Every 6 months	0.5096
Every 3 months	0.2573
Monthly	0.0863

Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.



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## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the second of the Insureds to die (the "second death") while this Policy is in force. No benefit is payable on the death of the first of the Insureds to die. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the deaths of both Insureds is received at the Home Office; and
- made to the Beneficiaries under Section 10.

The amount of the Life Insurance Benefit will be the sum of the following:

- the Base Amount shown on page 3; plus
- the amount of Additional Protection then in force under Section 3; plus
- the amount of any Paid-up Additions in force under Section 6.3; plus
- the amount of any dividend accumulations (Section 5.2); plus
- the amount of any premium refund (Section 4.1) and any dividend at death (Section 5.3);

minus the sum of the following:

- the amount of any Policy Debt (Section 8.3); plus
- the amount of any Adjustment to Life Insurance Benefit During Grace Period as described in Section 4.1; plus
- the amount of any unpaid additional premium used to purchase Paid-up Additions (Section 6.3).

These amounts will be determined as of the date of the second death. Even though the Owner does not have the right to take any Policy loans after the date of the second death, any Policy loans that are taken after the date of the second death will be deducted from the Life Insurance Benefit.

The amount of the Life Insurance Benefit when the second death occurs while the Policy is in force as Paid-up Insurance will be determined under Section 7.2.

### 1.2 NOTICE AND PROOF OF DEATH

Written notice and proof of the death of each Insured must be given to the Company as soon as reasonably possible after each death.

### 1.3 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements (together referred to in this Policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application, are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

## 1.4 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of at least one Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of at least one Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

## 1.5 SUICIDE

If either Insured dies by suicide within one year from the Date of Issue, the Policy will terminate. The amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If either Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

## 1.6 POLICY DATE AND DATE OF ISSUE

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 4.2) or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages.

## 1.7 MISSTATEMENT

If the age or sex of either Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

## 1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## 1.9 INSURABILITY REQUIREMENTS

To make some changes under this Policy, both Insureds must meet the Company's insurability requirements. These requirements are as follows:

- both the Insureds are alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, both Insureds are in an underwriting classification that is the same as, or better than, the one for this Policy.

## **SECTION 2. OWNERSHIP**

### **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the second death, Policy rights may be exercised only as provided in Sections 10 and 11.

### **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

### **2.3 NAMING AND CHANGING A SUCCESSOR OWNER**

If the Owner is not the surviving Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

### **2.4 COLLATERAL ASSIGNMENT**

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 3. ADDITIONAL PROTECTION

### 3.1 ADDITIONAL PROTECTION

**Description.** Additional Protection consists of one year term insurance payable on the second death and Paid-up Additions payable on the second death. The amount of one year term insurance will be reduced by the amount of Paid-up Additions purchased under Section 6.2 by dividends or by the payment of additional premiums.

If the Company determines that the premium for Additional Protection is greater than the amount of premium needed for the one year term insurance portion of Additional Protection, the amount by which the premium for Additional Protection exceeds the premium for one year term insurance (as shown on page 3) will be treated as an additional premium and will be used to purchase Paid-up Additions under Section 6.2. As provided in Section 4.2, the Owner may reduce the premium so that Paid-up Additions are not purchased.

**Amount.** The amount of Additional Protection for each Policy year will be the amount shown on page 3 so long as premiums are paid when due unless:

- the amount of Additional Protection is reduced by the Company under Section 3.2; or
- the amount of Additional Protection is reduced by the Owner under Section 3.3.

### 3.2 REDUCTION BY COMPANY; OWNER'S RIGHT TO CONTINUE EXISTING PROTECTION

If, on any Policy anniversary, any part of Additional Protection is one year term insurance, the Company may reduce the one year term insurance. The Company will determine annually, based on the mortality, investment earnings and expense factors then being used to determine dividends payable on the Policy, whether the Base Amount and Additional Protection will generate sufficient values to pay the cost of one year term insurance. If the cost of one year term insurance is greater than these values, and the Owner declines to pay an increased premium as provided in the next paragraph, the one year term insurance

will be reduced so that its cost equals these values. The reduction of one year term insurance will cause a like reduction in the amount of Additional Protection, so that the amount of Additional Protection will be less than the amount shown on page 3. The Company will send written notice of the reduction.

The Owner may prevent a reduction that would otherwise occur by paying an increased premium for the portion of Additional Protection that is one year term insurance. The amount of the premium for one year term insurance that is part of Additional Protection will not be more than:

- (a) the amount of one year term insurance that is part of Additional Protection; multiplied by
- (b) the maximum level annual term premium rates shown on page 6.

The increased premium will be payable for the remainder of the premium paying period. The premium must be received at the Home Office within 31 days of the date the reduction would take effect.

The right of the Owner to continue the amount of Additional Protection will terminate as of the first Policy anniversary for which the Owner fails to pay an increased premium when due, or, if earlier, when the Owner reduces the Additional Protection under Section 3.3.

### 3.3 OTHER REDUCTIONS OF ADDITIONAL PROTECTION

**Reduction If Dividend Option Other than Paid-up Additions.** If the Owner directs that dividends be used other than to purchase Paid-up Additions, any one year term insurance in force will terminate. The amount of Additional Protection will then be the amount of Paid-up Additions in force under Section 6.2.

**Reduction If Additions Surrendered.** If additions under Section 6.2 are surrendered, any one year term insurance in force will terminate. The amount of Additional Protection will then be the amount of Paid-up Additions in force under Section 6.2.

## SECTION 4. PREMIUMS AND REINSTATEMENT

### 4.1 PREMIUMS

**Payment.** All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. Each premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

No premiums may be paid while the Policy is in force as Paid-up Insurance under Section 7.2, except as provided in Reinstatement (Section 4.4).

**Frequency.** Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 7). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

**Grace Period.** A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the premium is not paid within the grace period, the Policy will terminate as of the due date unless it continues as Paid-up Insurance under Section 7.2.

**Adjustment To Life Insurance Benefit During Grace Period.** If the second death occurs during the grace period, the amount of the unpaid premium will be deducted from the Life Insurance Benefit.

**Premium Refund At Second Death.** If the premium paid for the Policy year in which the second death occurs exceeds:

- the premium paid on an annual basis; multiplied by
- the fraction of the Policy year that has elapsed at the time of death,

then the Company will refund this excess amount. The refund will not include:

- any premium amount used to purchase a Paid-up Addition to increase coverage under Section 6.3; and
- any unscheduled additional premium paid under Section 4.3.

Any refund will be part of the Life Insurance Benefit described in Section 1.1.

### 4.2 AMOUNT OF PREMIUM; ADJUSTMENTS

**Scheduled Premiums.** The premium due on this Policy is the scheduled premium. The scheduled premium is the sum of any premium for the Base Amount, any premium for Additional Protection (including any increases in Additional Protection premium described in Section 3.2), any scheduled additional premium used to purchase Paid-up Additions under Section 6.3, and any premium that is due for any additional benefit that is a part of this Policy. The annual premium amounts are shown on page 3.

An increased premium for Additional Protection will be based on the Policy year and the amount of one year term insurance that is in force as part of Additional Protection as of the date used to determine the increased premium.

**Additional Premiums Scheduled At Issue.** If requested on the Application, this Policy may have been issued with level additional premiums. The amount of the additional premium is shown on page 3.

**Additional Premiums Scheduled After Issue.** The Owner may pay additional premiums by requesting that the level premium payable on the Policy be increased and paying any required fees. This request may be made at any time before the Policy anniversary that is nearest to the older Insured's 85th birthday. Additional premiums may be scheduled only if, at the time the increases are applied for:

- the Insureds satisfy the insurability requirements stated in Section 1.9; and
- the insurance in force after applying the scheduled additional premiums will be within the Company's issue limits; and
- the total amount of the scheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of each Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000 per calendar year.

**Owner's Right To Decrease Scheduled Additional Premiums.** The Owner may decrease the amount of the level additional premium or the amount of Additional Protection premium used to purchase Paid-up Additions through a Policy change. This may be done at any time by written request sent to the Home Office with a payment of any required fees. Later increases in the level amount of the additional premium may be made only as provided in the preceding paragraph.

**Effective Date.** A premium change will take effect on the first premium due date that follows the receipt at the Home Office of the Owner's written request for change.

**Additional Premiums Used To Purchase Paid-up Additions.** Each scheduled additional premium paid will be used, as of the due date of the premium, to purchase Paid-up Additions as described in Section 6.

#### 4.3 UNSCHEDULED ADDITIONAL PREMIUM OPTION

Unscheduled additional premiums may be paid to the Company at any time before the Policy anniversary that is nearest to the older Insured's 85th birthday. An unscheduled additional premium may be paid only if, at the time the premium is paid and any required fees are paid:

- the Insureds satisfy the insurability requirements stated in Section 1.9; and
- the insurance in force after applying the unscheduled additional premium will be within the Company's issue limits; and
- the total amount of the unscheduled additional premiums and other premiums paid to the Company under any policy for purchases of paid-up life insurance on the life of each Insured is within the Company's limits for such premiums; however, the Company may not set a limit below \$1,000 per calendar year.

Each unscheduled additional premium may not be less than \$100. Each unscheduled additional premium will be used, as of the date the premium is paid, to purchase Paid-up Additions as described in Section 6.

#### 4.4 REINSTATEMENT

The Policy may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (except premiums that would purchase Paid-up Additions) and premiums for any additional benefits that are a part of this Policy (and interest as required below) must be received by the Company:

- while both Insureds are alive; or
- while one Insured is alive if only that Insured was alive on the due date of the overdue premium.

The Policy may not be reinstated if the Policy was surrendered for its Cash Surrender Value. Any Policy Debt on the due date of the overdue premium, with interest from that date at the Policy loan interest rate, must be repaid or reinstated.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- evidence of insurability must be given that is satisfactory to the Company:
  - (a) for both Insureds; or
  - (b) for one Insured if only that Insured was alive on the due date of the overdue premium; and
- all unpaid premiums (except premiums that would purchase Paid-up Additions) and premiums for any additional benefits that are a part of this Policy must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

## SECTION 5. DIVIDENDS

### 5.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

### 5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions as described in Section 6.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations increase the Policy's Cash Value. They are payable as part of the Life Insurance Benefit. Accumulations may be withdrawn unless they are used for a loan or for Paid-up Insurance under Section 7.2.
- **Premium Payment.** Dividends will be applied to the payment of any premium then due. If the balance of a premium is not paid, or if this Policy is in force as Paid-up Insurance, the dividend will purchase Paid-up Additions.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 5.3 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the second death will be payable as part of the Life Insurance Benefit.

## SECTION 6. PAID-UP ADDITIONS

### 6.1 PURCHASE OF ADDITIONS; CHARGES

Paid-up Additions are purchased at the beginning of the Policy year by additional premiums and by dividends. The amount of Paid-up Additions purchased by additional premiums is based on the annual additional premium minus a charge for expenses, even if the additional premium is paid other than annually. The charge will not be more than 9% for scheduled additional premiums that were scheduled at issue or that are applied for in the first 20 Policy years. The charge will not be more than 9% for unscheduled additional premiums paid during the first 20 Policy years.

Paid-up Additions can be used to reduce term insurance (Section 6.2) or to increase coverage

(Section 6.3). Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus (Section 5.1). They may be surrendered, subject to the limitations of Section 3.3, unless they are used for a loan or for Paid-up Insurance.

### 6.2 ADDITIONS TO REDUCE TERM INSURANCE

This type of Paid-up Addition will be part of the Additional Protection. Each addition will reduce the amount of one year term insurance that is in force as part of Additional Protection, and the amount of Additional Protection will remain unchanged.



### 6.3 ADDITIONS TO INCREASE COVERAGE

This type of Paid-up Addition is not included in the Additional Protection. Each addition will immediately increase the Life Insurance Benefit payable under Section 1.1.

### 6.4 ALLOCATION OF ADDITIONAL PREMIUMS AND DIVIDENDS

When there is no one year term insurance in force as part of the Additional Protection, the dividends and the additional premiums will be applied under Additions to Increase Coverage (Section 6.3). When there is one year term insurance in force, dividends and any part of the pre-

mium for Additional Protection treated as an additional premium will be applied under Section 6.2. Scheduled additional premiums which are not part of the premium for Additional Protection will be applied under Section 6.3.

Subject to the preceding paragraph, the Owner may change the allocation of additional premiums between Sections 6.2 and 6.3 by written request that is sent to the Home Office if the Company's insurability requirements are satisfied as stated in Section 1.9. An increase in the amount of premium allocated to the purchase of additions under Section 6.2 will be reflected as an increase in the amount of the premium payable for Additional Protection.

## SECTION 7. CASH VALUE AND PAID-UP INSURANCE

### 7.1 CASH VALUE

The Cash Value for this Policy, when all premiums due have been paid, will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

If premiums are not paid on this Policy on an annual basis, the Cash Value will reflect a reduction for any premiums due later in the Policy year.

The Cash Value within three months after the due date of any unpaid premium will be the Cash Value on that due date reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations. After that, the Cash Value will be the Cash Value of the insurance then in force, including the Cash Value of any Paid-up Additions and any dividend accumulations.

The Cash Value of any Paid-up Insurance or Paid-up Additions will be the net single premium for that insurance during each Policy year.

### 7.2 PAID-UP INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Paid-up Insurance. The amount of insurance will be determined by using the Cash Value as a net single premium at the time the Policy becomes Paid-up

Insurance. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 6); plus
- the amount of any existing dividend accumulations (Section 5.2); plus
- the amount of any dividend at death (Section 5.3); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the date of the second death. Even though the Owner does not have the right to take any Policy loans after the date of the second death, any Policy loans that are taken after the date of the second death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

### 7.3 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 7.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 4 for the end of the

Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of each Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 8. LOANS

### 8.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 8.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 4.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

### 8.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan minus the sum of:

- any Policy Debt;

- any scheduled premium then due or billed;
- any remaining unpaid modal premiums for the current Policy year; and
- loan interest on the new loan and any outstanding loans to the next Policy anniversary.

### 8.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 5.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 8.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans and from the premium due date on premium loans. Unpaid loan interest is included in Policy Debt.

## SECTION 9. CHANGE OF POLICY

### 9.1 REDUCTION OF POLICY AMOUNT

The Owner may reduce the amount of this Policy or divide this Policy into two or more policies by:

- paying the required costs; and
- meeting any other conditions set by the Company including the minimum policy amount rules.

### 9.2 CHANGE OF PLAN

The Owner may change this Policy to any permanent life insurance plan agreed to by the Owner and the Company by:

- paying the required costs; and
- meeting any other conditions set by the Company.

## SECTION 10. BENEFICIARIES

### 10.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit.

### 10.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- before the second death; or
- during the first 60 days after the second death, if the second Insured to die was not the Owner at the time of his or her death. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 10.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the second Insured to die and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the second Insured to die and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 10.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 10.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

## SECTION 11. PAYMENT OF POLICY BENEFITS

### 11.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of the second death until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 11.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- before the second death; or
- during the first 60 days after the second death, if the second Insured to die was not the Owner at the time of his or her death. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the second death if the election is received at the Home Office prior to the second death. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 11.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 11.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

## SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

## JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.



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Agent

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Address

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Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**SURVIVORSHIP WHOLE LIFE POLICY  
WITH ADDITIONAL PROTECTION  
INSURANCE PAYABLE ON SECOND DEATH**

**Participating**

Life Insurance Benefit payable on second death.

Premiums payable for period shown on page 3.

TT.SCL.(0513)

AR



<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life		
<b>Product Name:</b>	TT.ACL.(0513)		
<b>Project Name/Number:</b>	TT.ACL.(0513)/TT.ACL.(0513)		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Certification.pdf			
AR TT ACL _0513_ - FLESCH cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	90-1 L.I.(0198) ARKANSAS 90-1 JCL (0198) ARKANSAS Both approved on September 9, 1997		
Attachment(s):			
90-1 JCL (0198) ARKANSAS.pdf			
90-1 L.I.(0198) ARKANSAS.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Nonforfeiture Demos		
Comments:			
Attachment(s):			
STD TT SPL (0513) Nonfor Min Cash Value Demo.pdf			
STD TT WL (0513) Nonfor Min Cash Value Demo.pdf			
STD TT ACL (0513) Nonfor Min Cash Value Demo.pdf			
STD TT ECL (0513) Nonfor Min Cash Value Demo.pdf			
STD TT KCL 5LN (0513) Nonfor Min Cash Value Demo.pdf			
STD TT SCL (0513) Nonfor Min Cash Value Demo.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Sex Neutral Insert Pages		

<b>State:</b>	Arkansas	<b>Filing Company:</b>	The Northwestern Mutual Life Insurance Company
<b>TOI/Sub-TOI:</b>	L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life		
<b>Product Name:</b>	TT.ACL.(0513)		
<b>Project Name/Number:</b>	TT.ACL.(0513)/TT.ACL.(0513)		

Comments:	
Attachment(s):	
AR TT ACL (0513) SN PGS.pdf AR TT ECL (0513) SN PGS.pdf AR TT KCL 5LN (0513) SN PGS.pdf AR TT SPL (0513) SN PGS.pdf AR TT WL (0513) SN PGS.pdf	

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
STD SOV TT.SPL.(0513) Version 1.pdf STD SOV TT.WL.(0513) Version 1.pdf STD SOV TT.ACL.(0513) Version 1.pdf STD SOV TT.SCL.(0513) Version 1.pdf STD SOV TT.ECL.(0513) Version 1.pdf STD SOV TT.KCL.5LN.(0513) Version 1.pdf			

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: TT.ACL.(0513), TT.WL.(0513),  
TT.SPL.(0513),  
TT.KCL.5LN.(0513),  
TT.ECL.(0513), and  
TT.SCL.(0513)

We hereby certify that we have carefully reviewed the form(s) submitted herewith and to the best of our knowledge and ability find:

- a. That said form(s) conform(s) to Regulation 19s10B and all applicable Arkansas Insurance Statutes and Department requirements.
- b. That said form(s) contain(s) no provision previously disapproved by the Insurance Department of Arkansas.



---

Ted A. Matchulat  
Director Product Compliance

12/21/2012

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Date

## FLESCH SCORE CERTIFICATION

I certify to the best of my knowledge and belief that the following form(s) meet(s) the readability, legibility, and format requirements of any applicable laws and regulations of your state.

The Flesch Score(s) is/are as follows:

<u>Form Number</u>	<u>Flesch Score</u>
TT.ACL.(0513)	50.7
TT.ECL.(0513)	50.0
TT.KCL.5LN.(0513)	50.2
TT.SCL.(0513)	50.2
TT.SPL.(0513)	52.1
TT.WL.(0513)	50.9

THE NORTHWESTERN MUTUAL  
LIFE INSURANCE COMPANY



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Ted A. Matchulat  
Director Product Compliance

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12/14/2012

Date

JOINT LIFE PROTECTION INSURANCE APPLICATION

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POLICY NUMBER

- ☐ Companion policies    ☐ Life & Disability Application    ☐ LTC Application  
☐ APB Option    ☐ Exam (NM, PME, MD) in Home Office

Plan Group Number

FIRST INSURED (Younger)

ON PAGES 1, 2, 3 AND 4, "INSURED" REFERS TO THE FIRST INSURED.

Has an application or informal inquiry ever been made to Northwestern Mutual Life for annuity, life, long term care, or disability insurance on the life of the Insured? ☐ Yes ☐ No If yes, the last policy number is \_\_\_\_\_

1. A. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

B. ☐ MALE  
☐ FEMALE

NAME: \_\_\_\_\_  
(FIRST, MIDDLE INITIAL, LAST)

C. BIRTHDATE: (MONTH, DAY, YEAR)

D. STATE OF BIRTH (or Foreign Country):

E. TAXPAYER IDENTIFICATION NUMBER:

F. PRIMARY RESIDENCE: STREET OR PO BOX: \_\_\_\_\_

CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**APPROVED**

SEP 9 1997

APPLICANT

2. Select ONLY ONE: ☐ First Insured @ First Insured's address ☐ Other (Complete A, B and C) **INSURANCE COMMISSIONER**  
**STATE OF ARKANSAS**

A. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

☐ MALE  
☐ FEMALE

PERSONAL

NAME: \_\_\_\_\_

(FIRST, MIDDLE INITIAL, LAST)

RELATIONSHIP TO INSURED: \_\_\_\_\_

BIRTHDATE: \_\_\_\_\_  
MONTH DAY YEAR

OR BUSINESS/TRUST

NAME: \_\_\_\_\_

TYPE OF ORGANIZATION: ☐ Trust ☐ Corporation ☐ Partnership ☐ Other type of Business \_\_\_\_\_

AUTHORIZED COMPANY

REP/TRUSTEE NAME: \_\_\_\_\_

B. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

C. ADDRESS: STREET OR PO BOX: \_\_\_\_\_

CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PREMIUM PAYER

3. Select ONLY ONE: ☐ ISA (Omit A through D below) **OR** ☐ First Insured (Complete D only) ☐ Owner (Complete D only)  
☐ Applicant (Complete D only) ☐ Other (Complete A, B, C and D)

A. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

☐ MALE  
☐ FEMALE

PERSONAL

NAME: \_\_\_\_\_

(FIRST, MIDDLE INITIAL, LAST)

BIRTHDATE: \_\_\_\_\_  
MONTH DAY YEAR

OR BUSINESS/TRUST

NAME: \_\_\_\_\_

B. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

C. DAYTIME TELEPHONE NUMBER:

Area Code ( ) \_\_\_\_\_

Send premium and other notices regarding this policy to:

D. ADDRESS: ☐ First Insured's Address ☐ Applicant's Address **OR**

STREET OR PO BOX: \_\_\_\_\_

CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**OWNER**

CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.

4. Select ONLY ONE: ☐ First Insured (Complete C only) ☐ Applicant (Complete C only)  
☐ Other (Complete A, B and C) ☐ See attached supplement form

A. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

PERSONAL

NAME: \_\_\_\_\_

(FIRST MIDDLE INITIAL LAST)

☐ MALE☐ FEMALE

RELATIONSHIP TO INSURED: \_\_\_\_\_

BIRTHDATE: \_\_\_\_\_

MONTH

DAY

YEAR

OR BUSINESS/TRUST

NAME: \_\_\_\_\_

RELATIONSHIP TO INSURED: \_\_\_\_\_

B. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

C. ADDRESS: ☐ First Insured's Address ☐ Applicant's Address ☐ Premium Payer's Address OR

STREET OR PO BOX: \_\_\_\_\_

CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

5.-7. (Reserved)

**SPECIAL DATE (Complete this section only if a special policy date is being requested)**8. A. Prepaid: ☐ Short Term – Policy Date will coincide with ISA Payment Date (For monthly ISA only)☐ Short Term to: \_\_\_\_\_

MONTH DAY YEAR

☐ Backdate to \_\_\_\_\_

MONTH DAY YEAR

B. Nonprepaid:

☐ Specified future date: \_\_\_\_\_

MONTH DAY YEAR

☐ Backdate to \_\_\_\_\_

MONTH DAY YEAR

**POLICY APPLIED FOR**

9. Joint Life Protection (See attached supplement)

10. If an additional benefit cannot be approved, should the company issue a policy without the benefit?

☐ Yes ☐ No

11. Shall the PREMIUM LOAN provision, if available, become operative according to its terms?

☐ Yes ☐ No

12.-13. (Reserved)

14. PREMIUM FREQUENCY: ☐ Annually ☐ Semiannually ☐ Quarterly**BENEFICIARY****15. A. DIRECT BENEFICIARY**

First, Middle Initial, Last

Relationship to Insured

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

Business organization or trust \_\_\_\_\_

**B. CONTINGENT BENEFICIARY:**

First, Middle Initial, Last

Relationship to Insured

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

Box (1) or (2) may be selected to include all of the children or brothers and sisters without naming them, or to add to the contingent beneficiaries named. Box (3) may be selected to provide for the children of a deceased contingent beneficiary; use only if contingent beneficiaries are named and/or Box (1) or (2) is checked. NOTE: The word "children" includes child and any legally adopted child.

☐ (1) and all (other) children of the Insured.☐ (2) and all (other) brothers and sisters of the Insured born of the marriage of or legally adopted by \_\_\_\_\_ and \_\_\_\_\_ before the Insured's death.☐ (3) any amount that would have been paid to a deceased contingent beneficiary, if living, will be paid in one sum and in equal shares to the children of that contingent beneficiary who survive and receive payment.**C. FURTHER PAYEES**

First, Middle Initial, Last

Relationship to Insured

(1) \_\_\_\_\_

(2) \_\_\_\_\_

D. ☐ SEE ATTACHED SUPPLEMENT FORM (To be used in place of designations above.)

**CONDITIONAL LIFE INSURANCE AGREEMENT**

17. Has the premium for the policy applied for been given to the agent in exchange for the Conditional Life Insurance Agreement with the same number as this application?

☐ Yes ☐ No

**INSURANCE HISTORY**

18. Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in REMARKS.

☐ Yes ☐ No

19. When was the Insured's last examination or application for life, disability or accidental death insurance?

Month \_\_\_\_\_ Year \_\_\_\_\_ Company \_\_\_\_\_ OR

☐ NONE

20. Does the Insured have any other life insurance in force, pending or contemplated in other companies?

☐ Yes ☐ No

If yes, indicate Company Name, Individual (Ind) or Group (Grp) and identify the amount of In Force, Pending, or Contemplated.

**Life Insurance Amounts**

Company Name	Ind/Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount

21. As a result of this purchase will the values or benefits of any other life insurance policy or annuity contract, on any life, be affected in any way?

☐ Yes ☐ No

**NOTE TO AGENT: Values or benefits are affected if any question on the Definition of Replacement Supplement could be answered "yes".**

If "yes", this transaction is a replacement of life insurance or annuity.

The agent must:

- submit required papers and sale materials **and**
- provide required disclosure notices to the applicant.

The applicant must answer the questions:

- on the Definition of Replacement Supplement **and**
- A, B, and C below.

Will this insurance:

A. replace Northwestern Mutual Life?

☐ Yes ☐ No

B. replace other Companies?

☐ Yes ☐ No

C. result in 1035 exchange?

☐ Yes ☐ No

**REMARKS**



[illegible]

23. Insured's Marital Status: ☐ Single, Widowed or Divorced ☐ Married

24. a. Insured is a citizen of: ☐ U.S.A. ☐ Other  
If other: Type of Visa: \_\_\_\_\_ Visa Number: \_\_\_\_\_

b. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? \_\_\_\_\_ years

25. Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence? ..... ☐ Yes ☐ No  
If yes, explain in the chart below.

Destination (List all Cities and Countries)	Number of Trips		Duration of Each Trip (No. of Days)	Departure Date (Month/Year)	Purpose of Trip
	Last 12 Months	Next 12 Months			

26.a. What is the Insured's occupation(s)? \_\_\_\_\_  
What are the Insured's duties? \_\_\_\_\_

b. Employer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

c. How long has the Insured been employed? \_\_\_\_\_ years (If less than 2 years, explain in REMARKS)

**Questions 27 through 30 are not required if the Insured is under age 16.**

27. Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section..... ☐ Yes ☐ No

28. Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section. .... ☐ Yes ☐ No

29. In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section. .... ☐ Yes ☐ No

30. a. What is the Insured's automobile driver's license number? # \_\_\_\_\_ State \_\_\_\_\_  
or, ☐ the Insured does not have a driver's license.

b. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked?  
If yes, complete the chart below ..... ☐ Yes ☐ No

Date	Type and Details (Speeding, Reckless Driving, Driving While Intoxicated, Etc.)	Action (Citation, Fine, Etc.)	Accident (Yes or No)

## REMARKS

# APPLICATION INFORMATION FOR SECOND INSURED

--	--	--	--	--	--	--	--	--	--

POLICY NUMBER

**SECOND INSURED (Older)** ☐ Companion policies ☐ Life & Disability Application ☐ LTC Application ☐ Exam (NM, PME, MD) in Home Office  
ON PAGES 5 and 6, "INSURED" REFERS TO THE SECOND INSURED.

Has an application or informal inquiry ever been made to Northwestern Mutual Life for annuity, life, long term care, or disability insurance on the life of the Insured? ☐ Yes ☐ No If yes, the last policy number is \_\_\_\_\_

1. A. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_ B. ☐ MALE ☐ FEMALE

NAME: \_\_\_\_\_  
FIRST MIDDLE INITIAL LAST

C. BIRTHDATE: (MONTH, DAY, YEAR) \_\_\_\_\_ D. STATE OF BIRTH (or Foreign Country): \_\_\_\_\_ E. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

F. PRIMARY RESIDENCE: ☐ First Insured's Address OR  
STREET OR PO BOX: \_\_\_\_\_  
CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
This address will be used for all of the Second Insured's policies.

2.-9. (Reserved)

10. If an additional benefit cannot be approved should the Company issue the policy without the benefit? ☐ Yes ☐ No

11.-17. (Reserved)

## INSURANCE HISTORY

18. Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in REMARKS. ☐ Yes ☐ No

19. When was the Insured's last examination or application for life, disability or accidental death insurance? Month \_\_\_\_\_ Year \_\_\_\_\_ Company \_\_\_\_\_ OR ☐ NONE

20. Does the Insured have any other life insurance in force, pending or contemplated in other companies? ☐ Yes ☐ No  
If yes, indicate Company Name, Individual (Ind) or Group (Grp) and identify the amount of In Force, Pending, or Contemplated.

### Life Insurance Amounts

Company Name	Ind/Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount

21. As a result of this purchase will the values or benefits of any other life insurance policy or annuity contract, on any life, be affected in any way? ☐ Yes ☐ No

**NOTE TO AGENT: Values or benefits are affected if any question on the Definition of Replacement Supplement could be answered "yes".**

If "yes", this transaction is a replacement of life insurance or annuity.

The agent must:

- submit required papers and sale materials and
- provide required disclosure notices to the applicant.

The applicant must answer the questions:

- on the Definition of Replacement Supplement and
- A, B, and C below.

Will this insurance:

- A. replace Northwestern Mutual Life?  
B. replace other Companies?  
C. result in 1035 exchange?

☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No

22. (Reserved)

## REMARKS

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# **PERSONAL HISTORY QUESTIONNAIRE – SECOND INSURED**

23. Insured's Marital Status: ☐ Single, Widowed or Divorced ☐ Married

24. a. Insured is a citizen of: ☐ U.S.A. ☐ Other

If other: Type of Visa: \_\_\_\_\_ Visa Number: \_\_\_\_\_

b. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? \_\_\_\_\_ years

25. Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence? .....☐ Yes ☐ No  
If yes, explain in the chart below.

Destination (List all Cities and Countries)	Number of Trips		Duration of Each Trip (No. of Days)	Departure Date (Month/Year)	Purpose of Trip
	Last 12 Months	Next 12 Months			

26. a. What is the Insured's occupation(s)? \_\_\_\_\_  
What are the Insured's duties? \_\_\_\_\_

b. Employer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

c. How long has the Insured been employed? \_\_\_\_\_ years (If less than 2 years, explain in REMARKS)

**Questions 27 through 30 are not required if the Insured is under age 16.**

27. Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section.....☐ Yes ☐ No

28. Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section. ....☐ Yes ☐ No

29. In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section.....☐ Yes ☐ No

30. a. What is the Insured's automobile driver's license number? # \_\_\_\_\_ State \_\_\_\_\_  
or, ☐ the Insured does not have a driver's license.

b. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked?  
If yes, complete the chart below .....☐ Yes ☐ No

Date	Type and Details (Speeding, Reckless Driving, Driving While Intoxicated, Etc.)	Action (Citation, Fine, Etc.)	Accident (Yes or No)

## **REMARKS**

Each Insured consents to this application and attached supplements and declares that the answers and statements made on this application and attached supplements are correctly recorded, complete and true to the best of each Insured's knowledge and belief. Answers and statements brought to the attention of the agent, medical examiner, or paramedical examiner are not considered information brought to the attention of the Company unless stated in the application. Statements in this application are representations and not warranties.

It is agreed that:

- (1) If the premium is not paid when the application is signed, no insurance will be in effect. The insurance will take effect at the time the policy is delivered and the premium is paid, if: both Insureds are living at that time; and the answers and statements in the application are then true to the best of each Insured's knowledge and belief.
- (2) If the premium is paid when the application is taken, no insurance will be in effect except as provided in the Conditional Life Insurance Agreement with the same number as this application.
- (3) No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

The Owner of the policy applied for herein certifies, under penalties of perjury, (1) that the Taxpayer Identification Number given for the Owner on the second page of this application is the Owner's correct Taxpayer Identification Number (or the Owner is waiting for a number to be issued) and (2) the Owner is not subject to backup withholding either because the Owner has not been notified by the Internal Revenue Service (IRS) that the Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Owner that the Owner is no longer subject to backup withholding. (See Taxpayer Identification Number instructions.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The signatures below apply to the application, the Policy Application Supplement and the certification of Taxpayer Identification Number.

Signature of FIRST INSURED

Signature of SECOND INSURED

Signature of APPLICANT

Signature of OWNER (if other than Applicant, First or Second Insured)

Signed by APPLICANT at \_\_\_\_\_  
CITY, COUNTY & STATE

Date signed by APPLICANT \_\_\_\_\_  
MONTH DAY YEAR

Signature of LICENSED AGENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### INSTRUCTIONS FOR TAXPAYER IDENTIFICATION NUMBER INFORMATION

1. Under federal income tax law you will be subject to a withholding tax of 31% imposed upon certain reportable payments, if any, and to certain penalties if you do not certify under penalties of perjury that the Taxpayer Identification Number which you have provided us is correct and that you are not subject to backup withholding due to notified payee underreporting. Generally speaking, for individuals, the Taxpayer Identification Number is the Social Security Number.
2. If you don't have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. Write "Applied for" in the space available for your Taxpayer Identification Number on the first page of this application. If we do not receive your Taxpayer Identification Number within 60 days, we are required to withhold 31% of all reportable payments, if any, thereafter made to you until we receive such a number from you.
3. If the Internal Revenue Service has notified you that you are subject to backup withholding and you have not received notice from the Service that backup withholding has terminated, you should strike out the language on page 9 that you are not subject to backup withholding due to notified payee underreporting.

**POLICY NUMBER**

															<b>FOR</b>	
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	------------	--

Plan Group Number

**REFERENCE**

C. BIRTHDATE (Month, Day, Year)

E. TAXPAYER IDENTIFICATION NUMBER:									
------------------------------------	--	--	--	--	--	--	--	--	--

# APPROVED

SEP 9 1997

**E-MAIL ADDRESS:**

## INSURANCE COMMISSIONER

STATE OF ARKANSAS

☐ MALE☐ FEMALE**BIRTHDATE:**

MONTH DAY YEAR

**OR**

**TYPE OF ORGANIZATION:** ☐ Trust ☐ Corporation ☐ Partnership ☐ Other type of Business

**AUTHORIZED COMPANY  
REP/TRUSTEE NAME:**

**B. TAXPAYER IDENTIFICATION NUMBER:**

**C. ADDRESS:**

STREET OR PO BOX:

CITY, STATE, ZIP (Country if other than U.S.A.):

**E-MAIL ADDRESS:**

## PREMIUM PAYER

**OR**

☐ Applicant (Complete D only)  
☐ Other (Complete A, B, C and

☐ MALE☐ FEMALE**BIRTHDATE:**

MONTH DAY YEAR

**OR**

**BUSINESS/TRUST NAME:**

**B. TAXPAYER IDENTIFICATION NUMBER:**

**C. DAYTIME TELEPHONE NUMBER:**

Area Code ( )

**Send premium and other notices regarding this policy to:**

**D. ADDRESS:** ☐ Insured's Address ☐ Applicant's Address **OR**

STREET OR PO BOX:

CITY, STATE, ZIP (Country if other than U.S.A.):

**E-MAIL ADDRESS:**

**OWNER****4**

CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.

Select ONLY ONE: ☐ Insured (Complete C only) ☐ Applicant (Complete C only) ☐ Other (Complete A, B and C) ☐ See attached supplement formA. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_PERSONAL NAME: \_\_\_\_\_  
FIRST, MIDDLE INITIAL, LAST ☐ MALE ☐ FEMALERELATIONSHIP TO INSURED: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_  
MONTH DAY YEAR**OR**

BUSINESS/TRUST NAME: \_\_\_\_\_

RELATIONSHIP TO INSURED: \_\_\_\_\_

B. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

C. ADDRESS: ☐ Insured's Address ☐ Applicant's Address ☐ Premium Payer's Address **OR**

STREET OR PO BOX: \_\_\_\_\_

CITY, STATE, ZIP (Country if other than U.S.A.): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**SUCCESSOR OWNER** – COMPLETE THIS SECTION ONLY IF THE OWNER IN QUESTION 4 IS THE APPLICANT AND A SUCCESSOR OWNER IS TO BE NAMED.**5**

CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.

Select ONLY ONE:

☐ A. If the Applicant dies before the Insured, the Insured will be the Owner.☐ B. If the Applicant dies before the Insured, the Owner will be:NAME: \_\_\_\_\_ RELATIONSHIP TO THE INSURED \_\_\_\_\_  
If both die before the Insured, the Insured will be the Owner.☐ C. The Insured will become the Owner upon attaining the age of \_\_\_\_\_ years. If the Applicant dies before the Insured, the Owner will be:NAME: \_\_\_\_\_ RELATIONSHIP TO THE INSURED \_\_\_\_\_  
until the Insured attains such age. Upon the Insured attaining such age, or if both die before the Insured, the Insured will be the Owner.**6**

RESERVED

**ADDITIONAL PURCHASE BENEFIT OPTION** – COMPLETE THIS SECTION IF EXERCISING AN APB OPTION**7**

NOTE: SMOKING QUESTIONNAIRE MAY BE REQUIRED.

A. List the policy number(s) and purchase amount(s) for each option being exercised:

Policy 1 \_\_\_\_\_ Regular \$ \_\_\_\_\_ Advance \$ \_\_\_\_\_

Policy 2 \_\_\_\_\_ Regular \$ \_\_\_\_\_ Advance \$ \_\_\_\_\_

Policy 3 \_\_\_\_\_ Regular \$ \_\_\_\_\_ Advance \$ \_\_\_\_\_

B. If Advance Purchase, the event is: ☐ Marriage ☐ Birth of child ☐ Adoption of childNAME OF SPOUSE OR CHILD: \_\_\_\_\_  
FIRST MIDDLE INITIAL LASTDate and place of marriage, birth or final decree of adoption: \_\_\_\_\_  
MONTH DAY YEAR CITY STATEC. Is the amount applied for more than the additional purchase option amount available? ☐ Yes ☐ No

If yes, what is the excess amount to be underwritten? \$ \_\_\_\_\_

**SPECIAL DATE** – COMPLETE THIS SECTION ONLY IF A SPECIAL POLICY DATE IS BEING REQUESTED**8**

A. PREPAID:

☐ Short Term — Policy Date will coincide with ISA Payment Date (For monthly ISA only)☐ Short Term to: \_\_\_\_\_ ☐ Date to save age ☐ Backdate to \_\_\_\_\_  
MONTH DAY YEAR MONTH DAY YEAR

B. NONPREPAID:

☐ Specified future date: \_\_\_\_\_ ☐ Date to save age ☐ Backdate to \_\_\_\_\_  
MONTH DAY YEAR MONTH DAY YEAR

[illegible]

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<p><b>9 FIRST POLICY INFORMATION</b></p> <p><input type="checkbox"/> APPLICATION SUPPLEMENT <small>(required for Complife and all Variable Life Products)</small></p> <p>OR</p> <p>A. PLAN: _____</p> <p>AMOUNT: \$ _____</p> <p>B. ADDITIONAL BENEFITS: <input type="checkbox"/> Waiver of Premium  <small>(benefit amount)</small> <input type="checkbox"/> Accidental Death \$ _____  <small>(amount per option)</small> <input type="checkbox"/> Additional Purchase \$ _____  <input type="checkbox"/> Payor Benefit  <input type="checkbox"/> Indexed Protection  <input type="checkbox"/> Other _____</p> <p>C. ANNUAL DIVIDENDS: <input type="checkbox"/> Reduce current premium  <input type="checkbox"/> Purchase paid-up additions  <input type="checkbox"/> Accumulate at interest  <input type="checkbox"/> Be paid in cash  <input type="checkbox"/> Be used for a combination of options  above - complete form 18-1364-01</p> <p>D. POLICY LOAN INTEREST RATE OPTION: <input type="checkbox"/> 8% <input type="checkbox"/> Variable Rate</p> <p><b>10</b> If an additional benefit cannot be approved, should  the company issue a policy without the benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>11</b> Shall the Premium Loan provision, if available,  become operative according to its terms? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>12</b> PREMIUM FREQUENCY:  <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Single</p>	<p><b>5 SECOND POLICY INFORMATION</b></p> <p><input type="checkbox"/> APPLICATION SUPPLEMENT <small>(required for Complife and all Variable Life Products)</small></p> <p>OR</p> <p>A. PLAN: _____</p> <p>AMOUNT: \$ _____</p> <p>B. ADDITIONAL BENEFITS: <input type="checkbox"/> Waiver of Premium  <small>(benefit amount)</small> <input type="checkbox"/> Accidental Death \$ _____  <small>(amount per option)</small> <input type="checkbox"/> Additional Purchase \$ _____  <input type="checkbox"/> Payer Benefit  <input type="checkbox"/> Indexed Protection  <input type="checkbox"/> Other _____</p> <p>C. ANNUAL DIVIDENDS: <input type="checkbox"/> Reduce current premium  <input type="checkbox"/> Purchase paid-up additions  <input type="checkbox"/> Accumulate at interest  <input type="checkbox"/> Be paid in cash  <input type="checkbox"/> Be used for a combination of options  above - complete form 18-1364-01</p> <p>D. POLICY LOAN INTEREST RATE OPTION: <input type="checkbox"/> 8% <input type="checkbox"/> Variable Rate</p> <p>If an additional benefit cannot be approved, should  the company issue a policy without the benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Shall the Premium Loan provision, if available,  become operative according to its terms? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>PREMIUM FREQUENCY:  <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Single</p>
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**ENEFICIARY**

90-1 L.I.(0198) (page 3)

**CONDITIONAL LIFE INSURANCE AGREEMENT**

- 17** Has the premium for the policy applied for been given to the agent in exchange for the Conditional Life Insurance Agreement with the same number as this application?

☐ Yes ☐ No

**INSURANCE HISTORY**

- 18** Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in ADDITIONAL REMARKS.

☐ Yes ☐ No

- 19** When was the Insured's last examination or application for life, disability or accidental death insurance?

Month \_\_\_\_\_ Year \_\_\_\_\_ Company \_\_\_\_\_

OR ☐ None

- 20** Does the Insured have any other life insurance inforce, pending or contemplated in other companies? If yes, indicate Company Name, Individual (Ind) or Group (Grp) and identify the amount of In Force, Pending or Contemplated.

☐ Yes ☐ No

**LIFE INSURANCE AMOUNTS**

Company Name	Ind or Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount

- 21** As a result of this purchase will the values or benefits of any other life insurance policy or annuity contract, on any life, be affected in any way?

☐ Yes ☐ No

**NOTE TO AGENT:** Values or benefits are affected if any question on the Definition of Replacement Supplement could be answered "yes."

If "yes", this transaction is a replacement of life insurance or annuity.

The agent must:

- submit required papers and sales materials and
- provide required disclosure notices to the applicant.

The applicant must answer the questions:

- on the Definition of Replacement Supplement and
- A, B, and C below.

Will this insurance:

- A. replace Northwestern Mutual Life?  
B. replace other Companies?  
C. result in 1035 exchange?

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

**ADDITIONAL REMARKS**



INSURED (First, Middle Initial, Last)

POLICY NUMBER

## PERSONAL HISTORY QUESTIONNAIRE

23 Insured's Marital Status: ☐ Single, Widowed or Divorced ☐ Married24 A. Insured is a citizen of: ☐ U.S.A. ☐ Other

If other:

Type of Visa \_\_\_\_\_ Visa Number \_\_\_\_\_

B. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? \_\_\_\_\_ years

25 Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence?  
If yes, explain in the chart below.☐ Yes ☐ No

Destination (List all Cities and Countries)	Number of Trips		Duration of Each Trip (No. of Days)	Departure Date (Month/Year)	Purpose of Trip
	Last 12 Months	Next 12 Months			

26 A. What is the Insured's occupation(s)? \_\_\_\_\_

What are the Insured's duties? \_\_\_\_\_

B. Employers Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

C. How long has the Insured been employed? \_\_\_\_\_ years (If less than 2 years, explain in ADDITIONAL REMARKS)

## QUESTIONS 27 THROUGH 30 ARE NOT REQUIRED IF THE INSURED IS UNDER AGE 16.

27 Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section.

☐ Yes ☐ No

28 Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section.

☐ Yes ☐ No

29 In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section.

☐ Yes ☐ No30 A. What is the Insured's automobile driver's license number? # \_\_\_\_\_ State \_\_\_\_\_  
or, ☐ the Insured does not have a driver's license.B. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked?  
If yes, complete the chart below.☐ Yes ☐ No

Date	Type and Details (Speeding, Reckless Driving, Driving While Intoxicated, Etc.)	Action (Citation, Fine, Etc.)	Accident (Yes or No)

## ADDITIONAL REMARKS

The Insured consents to this application and declares that the answers and statements made on this application are correctly recorded, complete and true to the best of the Insured's knowledge and belief. Answers and statements brought to the attention of the agent, medical examiner, or paramedical examiner are not considered information brought to the attention of the Company unless stated in the application. Statements in this application are representations and not warranties.

It is agreed that:

- (1) If the premium is not paid when the application is signed, no insurance will be in effect. The insurance will take effect at the time the policy is delivered and the premium is paid, if: the Insured is living at the time; and the answers and statements in the application are then true to the best of the Insured's knowledge and belief.
- (2) If the premium is paid when the application is taken, no insurance will be in effect except as provided in the Conditional Life Insurance Agreement with the same number as this application.
- (3) If the policy is issued in an extra premium class, acceptance of the policy will amend it so that extended term insurance can be in force only if: the Company gives its consent; or the loan value is not large enough to grant a premium loan. If a premium is not paid within the grace period and extended term insurance cannot be in force, paid-up insurance will be selected.
- (4) No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

#### INSURED'S AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

I authorize Northwestern Mutual Life, its agents, employees, reinsurers, insurance support organizations and their representatives to obtain information about me to evaluate this application and to verify information in this application. This information will include: (a) age; (b) medical history, condition and care; (c) physical and mental health; (d) occupation; (e) income and financial history; (f) foreign travel; (g) avocations; (h) driving record; (i) other personal characteristics; and (j) other insurance. This authorization extends to information on the use of alcohol, drugs and tobacco; the diagnosis or treatment of HIV (AIDS virus) infection and sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

I authorize any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the MIB, Inc., employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company, to release information about me to Northwestern Mutual Life or its representatives on receipt of this Authorization. Northwestern Mutual Life or its representatives may release this information about me to translators, to reinsurers, to the MIB, Inc., or to another insurance company to whom I have applied or to whom a claim has been made. No other release may be made except as allowed by law or as I further authorize.

I have received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. I authorize Northwestern Mutual Life to obtain an investigative consumer report on me.

☐ I request to be interviewed if an investigative consumer report is done.

This authorization is valid for 30 months from the date it is signed. A copy of this authorization is as valid as the original and will be provided on request.

The Owner of the policy applied for herein certifies, under penalties of perjury, (1) that the Taxpayer Identification Number given for the Owner on the first page of this application is the Owner's correct Taxpayer Identification Number (or the Owner is waiting for a number to be issued) and (2) the Owner is not subject to backup withholding either because the Owner has not been notified by the Internal Revenue Service (IRS) that the Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Owner that the Owner is no longer subject to backup withholding. (See Taxpayer Identification Number instructions.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The signatures below apply to the authorization, the application, the Policy Application Supplement and the certification of Taxpayer Identification Number.

\_\_\_\_\_  
Signature of INSURED (if other than Applicant and 15 years of age or over)  
Print name of Insured if under age 15.

\_\_\_\_\_  
Signature of PARENT OR GUARDIAN (if other than Applicant and Insured is a minor)

\_\_\_\_\_  
Signature of OWNER (if other than Applicant or Insured)

\_\_\_\_\_  
Signature of LICENSED AGENT

\_\_\_\_\_  
Signature of APPLICANT

Signed by Applicant at \_\_\_\_\_  
CITY, COUNTY, & STATE

Date signed by Applicant \_\_\_\_\_  
MONTH DAY YEAR

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 55 - Male Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 385.05	\$ 385.05
2	398.55	398.55
3	412.31	412.31
4	426.45	426.45
5	440.93	440.93
6	455.71	455.71
7	470.75	470.75
8	485.96	485.96
9	501.31	501.31
10	516.82	516.82
11	532.49	532.49
12	548.40	548.40
13	564.57	564.57
14	581.04	581.04
15	597.85	597.85
16	614.94	614.94
17	632.29	632.29
18	649.73	649.73
19	667.31	667.31
20	685.11	685.11
21	699.70	699.70
22	714.20	714.20
23	728.52	728.52
24	742.56	742.56
25	756.22	756.22
35	866.15	866.15
45	924.20	924.20
55	956.89	956.89
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 55 - Female Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 342.30	\$ 342.30
2	354.25	354.25
3	366.45	366.45
4	378.91	378.91
5	391.66	391.66
6	404.71	404.71
7	418.07	418.07
8	431.74	431.74
9	445.73	445.73
10	460.05	460.05
11	474.70	474.70
12	489.68	489.68
13	504.98	504.98
14	520.59	520.59
15	536.52	536.52
16	552.77	552.77
17	569.30	569.30
18	586.10	586.10
19	603.19	603.19
20	620.58	620.58
21	635.15	635.15
22	649.74	649.74
23	664.32	664.32
24	678.88	678.88
25	693.43	693.43
35	820.77	820.77
45	905.65	905.65
55	956.28	956.28
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

## Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole LifeMathematical Data - Age 55 - Sex Neutral Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 376.46	\$ 376.46
2	389.63	389.63
3	403.08	403.08
4	416.86	416.86
5	430.99	430.99
6	445.41	445.41
7	460.09	460.09
8	474.97	474.97
9	490.01	490.01
10	505.24	505.24
11	520.67	520.67
12	536.33	536.33
13	552.28	552.28
14	568.50	568.50
15	585.07	585.07
16	601.90	601.90
17	619.00	619.00
18	636.20	636.20
19	653.56	653.56
20	671.13	671.13
21	685.56	685.56
22	699.91	699.91
23	714.10	714.10
24	728.03	728.03
25	741.63	741.63
35	851.50	851.50
45	913.77	913.77
55	956.43	956.43
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 55 - Male Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 446.11	\$ 446.11
2	459.60	459.60
3	473.20	473.20
4	487.07	487.07
5	501.19	501.19
6	515.49	515.49
7	529.85	529.85
8	544.16	544.16
9	558.38	558.38
10	572.53	572.53
11	586.70	586.70
12	600.97	600.97
13	615.45	615.45
14	630.18	630.18
15	645.25	645.25
16	660.57	660.57
17	676.18	676.18
18	691.84	691.84
19	707.66	707.66
20	723.78	723.78
21	736.50	736.50
22	749.11	749.11
23	761.52	761.52
24	773.63	773.63
25	785.33	785.33
35	878.48	878.48
45	926.40	926.40
55	956.95	956.95
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 55 - Female Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 411.99	\$ 411.99
2	424.56	424.56
3	437.26	437.26
4	450.15	450.15
5	463.19	463.19
6	476.41	476.41
7	489.82	489.82
8	503.39	503.39
9	517.16	517.16
10	531.15	531.15
11	545.35	545.35
12	559.77	559.77
13	574.39	574.39
14	589.20	589.20
15	604.21	604.21
16	619.38	619.38
17	634.68	634.68
18	650.10	650.10
19	665.65	665.65
20	681.35	681.35
21	693.86	693.86
22	706.26	706.26
23	718.55	718.55
24	730.73	730.73
25	742.79	742.79
35	839.57	839.57
45	908.35	908.35
55	956.33	956.33
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 55 - Sex Neutral Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 439.21	\$ 439.21
2	452.51	452.51
3	465.91	465.91
4	479.57	479.57
5	493.46	493.46
6	507.52	507.52
7	521.67	521.67
8	535.81	535.81
9	549.90	549.90
10	563.98	563.98
11	578.10	578.10
12	592.36	592.36
13	606.82	606.82
14	621.51	621.51
15	636.51	636.51
16	651.75	651.75
17	667.23	667.23
18	682.76	682.76
19	698.45	698.45
20	714.40	714.40
21	726.98	726.98
22	739.44	739.44
23	751.70	751.70
24	763.68	763.68
25	775.30	775.30
35	866.13	866.13
45	916.29	916.29
55	956.48	956.48
65	980.64	980.64
66 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.



Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Male Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 194.41	\$ 194.41
2	202.22	202.22
3	210.34	210.34
4	218.77	218.77
5	227.53	227.53
6	236.62	236.62
7	246.04	246.04
8	255.78	255.78
9	265.86	265.86
10	276.25	276.25
11	286.97	286.97
12	298.04	298.04
13	309.46	309.46
14	321.33	321.33
15	333.67	333.67
16	346.44	346.44
17	359.65	359.65
18	373.26	373.26
19	387.29	387.29
20	401.70	401.70
21	414.43	414.43
22	427.37	427.37
23	440.51	440.51
24	453.93	453.93
25	467.62	467.62
35	610.87	610.87
45	756.22	756.22
55	866.15	866.15
65	924.20	924.20
75	956.89	956.89
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Female Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 172.40	\$ 172.40
2	179.36	179.36
3	186.57	186.57
4	194.08	194.08
5	201.89	201.89
6	210.00	210.00
7	218.43	218.43
8	227.18	227.18
9	236.26	236.26
10	245.68	245.68
11	255.42	255.42
12	265.50	265.50
13	275.90	275.90
14	286.63	286.63
15	297.70	297.70
16	309.09	309.09
17	320.81	320.81
18	332.86	332.86
19	345.23	345.23
20	357.94	357.94
21	369.21	369.21
22	380.67	380.67
23	392.32	392.32
24	404.16	404.16
25	416.21	416.21
35	548.50	548.50
45	693.43	693.43
55	820.77	820.77
65	905.65	905.65
75	956.28	956.28
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Sex-Neutral Non-Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 190.03	\$ 190.03
2	197.67	197.67
3	205.60	205.60
4	213.85	213.85
5	222.41	222.41
6	231.31	231.31
7	240.53	240.53
8	250.08	250.08
9	259.95	259.95
10	270.15	270.15
11	280.67	280.67
12	291.54	291.54
13	302.75	302.75
14	314.39	314.39
15	326.47	326.47
16	338.96	338.96
17	351.86	351.86
18	365.16	365.16
19	378.85	378.85
20	392.91	392.91
21	405.34	405.34
22	417.98	417.98
23	430.81	430.81
24	443.90	443.90
25	457.24	457.24
35	597.87	597.87
45	741.63	741.63
55	851.50	851.50
65	913.77	913.77
75	956.43	956.43
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Male Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 237.07	\$ 237.07
2	246.10	246.10
3	255.47	255.47
4	265.15	265.15
5	275.16	275.16
6	285.50	285.50
7	296.15	296.15
8	307.09	307.09
9	318.31	318.31
10	329.79	329.79
11	341.51	341.51
12	353.55	353.55
13	365.87	365.87
14	378.65	378.65
15	391.90	391.90
16	405.55	405.55
17	419.61	419.61
18	433.98	433.98
19	448.67	448.67
20	463.58	463.58
21	476.39	476.39
22	489.23	489.23
23	502.12	502.12
24	515.21	515.21
25	528.47	528.47
35	658.66	658.66
45	785.33	785.33
55	878.48	878.48
65	926.40	926.40
75	956.95	956.95
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Female Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 215.35	\$ 215.35
2	223.72	223.72
3	232.37	232.37
4	241.36	241.36
5	250.68	250.68
6	260.35	260.35
7	270.36	270.36
8	280.73	280.73
9	291.44	291.44
10	302.49	302.49
11	313.89	313.89
12	325.62	325.62
13	337.67	337.67
14	349.98	349.98
15	362.56	362.56
16	375.39	375.39
17	388.46	388.46
18	401.78	401.78
19	415.35	415.35
20	429.15	429.15
21	441.06	441.06
22	453.04	453.04
23	465.10	465.10
24	477.26	477.26
25	489.51	489.51
35	617.07	617.07
45	742.79	742.79
55	839.57	839.57
65	908.35	908.35
75	956.33	956.33
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.SPL.(0513)

Plan: Single Premium  
Whole Life

Mathematical Data - Age 35 - Sex Neutral Tobacco  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	Per \$1,000	
	Minimum Cash Value	Cash Value
1	\$ 232.76	\$ 232.76
2	241.66	241.66
3	250.88	250.88
4	260.42	260.42
5	270.29	270.29
6	280.49	280.49
7	291.01	291.01
8	301.84	301.84
9	312.95	312.95
10	324.33	324.33
11	335.99	335.99
12	347.95	347.95
13	360.21	360.21
14	372.90	372.90
15	386.00	386.00
16	399.48	399.48
17	413.34	413.34
18	427.49	427.49
19	441.94	441.94
20	456.63	456.63
21	469.24	469.24
22	481.90	481.90
23	494.61	494.61
24	507.50	507.50
25	520.54	520.54
35	649.80	649.80
45	775.30	775.30
55	866.13	866.13
65	916.29	916.29
75	956.48	956.48
85	980.64	980.64
86 (age 121)	1,000.00	1,000.00

Cash values are calculated using the Commissioners 2001 Standard Ordinary Mortality Table for the sex and smoking status of the insured and an annual effective interest rate of 4.5% for the first 20 policy years and 4% after that.

Northwestern Mutual Life Insurance Company

Policy Form: TT.WL.(0513)

Plan: Whole Life Paid-Up at 90

Mathematical Data – Age 35 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	211.73	211.73
2	0.00	9.61	219.28	219.28
3	7.13	19.57	227.10	227.10
4	17.54	29.85	235.17	235.17
5	28.30	40.47	243.51	243.51
6	39.42	51.44	252.13	252.13
7	50.88	62.76	261.02	261.02
8	62.68	74.41	270.16	270.16
9	74.80	86.38	279.56	279.56
10	87.25	98.66	289.21	289.21
11	100.01	111.26	299.10	299.10
12	113.10	124.19	309.25	309.25
13	126.55	137.46	319.67	319.67
14	140.44	151.18	330.44	330.44
15	154.79	165.35	341.56	341.56
16	169.56	179.93	353.00	353.00
17	184.75	194.93	364.77	364.77
18	200.30	210.28	376.82	376.82
19	216.21	225.98	389.14	389.14
20	232.42	241.99	401.70	401.70
21	248.87	258.23	414.43	414.43
22	265.58	274.73	427.37	427.37
23	282.56	291.48	440.51	440.51
24	299.90	308.61	453.93	453.93
25	317.58	326.07	467.62	467.62
35	503.22	509.30	610.87	610.87
45	694.34	697.84	756.22	756.22
55	866.15	866.15	866.15	866.15
65	924.20	924.20	924.20	924.20
75	956.89	956.89	956.89	956.89
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 11.20215

Beta = 10.56893

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	187.86	187.86
2	0.00	8.36	194.59	194.59
3	4.91	16.99	201.54	201.54
4	13.97	25.93	208.73	208.73
5	23.33	35.17	216.17	216.17
6	33.01	44.73	223.86	223.86
7	43.03	54.62	231.82	231.82
8	53.37	64.83	240.04	240.04
9	64.05	75.38	248.52	248.52
10	75.06	86.25	257.26	257.26
11	86.40	97.44	266.26	266.26
12	98.06	108.95	275.52	275.52
13	110.03	120.77	285.02	285.02
14	122.30	132.89	294.76	294.76
15	134.88	145.31	304.74	304.74
16	147.74	158.01	314.95	314.95
17	160.90	171.00	325.38	325.38
18	174.32	184.25	336.03	336.03
19	188.01	197.76	346.88	346.88
20	201.97	211.55	357.94	357.94
21	216.20	225.60	369.21	369.21
22	230.67	239.88	380.67	380.67
23	245.40	254.42	392.32	392.32
24	260.37	269.19	404.16	404.16
25	275.61	284.24	416.21	416.21
35	443.68	450.11	548.50	548.50
45	631.47	635.28	693.43	693.43
55	820.77	820.77	820.77	820.77
65	905.65	905.65	905.65	905.65
75	956.28	956.28	956.28	956.28
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 9.74438

Beta = 9.14608

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 55 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	414.43	414.43
2	3.71	22.39	427.37	427.37
3	26.89	45.12	440.51	440.51
4	50.58	68.36	453.93	453.93
5	74.74	92.06	467.62	467.62
6	99.31	116.16	481.52	481.52
7	124.16	140.54	495.58	495.58
8	149.18	165.08	509.72	509.72
9	174.30	189.71	523.90	523.90
10	199.54	214.47	538.14	538.14
11	224.91	239.35	552.43	552.43
12	250.48	264.43	566.82	566.82
13	276.34	289.78	581.35	581.35
14	302.48	315.42	596.02	596.02
15	328.97	341.40	610.87	610.87
16	355.68	367.59	625.81	625.81
17	382.57	393.96	640.81	640.81
18	409.30	420.17	655.68	655.68
19	435.93	446.27	670.43	670.43
20	462.54	472.35	685.11	685.11
21	489.11	498.40	699.70	699.70
22	515.69	524.44	714.20	714.20
23	542.15	550.37	728.52	728.52
24	568.36	576.04	742.56	742.56
25	594.20	601.34	756.22	756.22
35	866.15	866.15	866.15	866.15
45	924.20	924.20	924.20	924.20
55	956.89	956.89	956.89	956.89
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 29.33396

Beta = 28.04072

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	369.21	369.21
2	1.21	18.73	380.67	380.67
3	20.63	37.80	392.32	392.32
4	40.39	57.19	404.16	404.16
5	60.52	76.94	416.21	416.21
6	81.04	97.09	428.48	428.48
7	101.95	117.61	440.97	440.97
8	123.25	138.50	453.67	453.67
9	144.95	159.80	466.60	466.60
10	167.06	181.50	479.75	479.75
11	189.57	203.59	493.12	493.12
12	212.47	226.05	506.69	506.69
13	235.74	248.88	520.46	520.46
14	259.35	272.05	534.40	534.40
15	283.31	295.56	548.50	548.50
16	307.59	319.38	562.75	562.75
17	332.14	343.45	577.11	577.11
18	356.92	367.75	591.54	591.54
19	381.93	392.28	606.03	606.03
20	407.17	417.02	620.58	620.58
21	432.62	441.97	635.15	635.15
22	458.29	467.13	649.74	649.74
23	484.17	492.49	664.32	664.32
24	510.29	518.07	678.88	678.88
25	536.69	543.93	693.43	693.43
35	820.77	820.77	820.77	820.77
45	905.65	905.65	905.65	905.65
55	956.28	956.28	956.28	956.28
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 24.65169

Beta = 23.51327

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	257.36	257.36
2	0.00	11.74	266.07	266.07
3	10.18	23.86	275.05	275.05
4	22.82	36.32	284.29	284.29
5	35.83	49.15	293.79	293.79
6	49.19	62.33	303.56	303.56
7	62.88	75.82	313.56	313.56
8	76.87	89.62	323.79	323.79
9	91.13	103.68	334.21	334.21
10	105.62	117.97	344.79	344.79
11	120.34	132.49	355.55	355.55
12	135.35	147.28	366.51	366.51
13	150.61	162.34	377.67	377.67
14	166.36	177.86	389.17	389.17
15	182.57	193.85	401.01	401.01
16	199.17	210.22	413.13	413.13
17	216.13	226.94	425.52	425.52
18	233.34	243.91	438.09	438.09
19	250.75	261.08	450.80	450.80
20	268.26	278.34	463.58	463.58
21	285.80	295.64	476.39	476.39
22	303.40	313.00	489.23	489.23
23	321.07	330.42	502.12	502.12
24	339.01	348.11	515.21	515.21
25	357.19	366.04	528.47	528.47
35	536.24	542.56	658.66	658.66
45	713.47	717.18	785.33	785.33
55	878.48	878.48	878.48	878.48
65	926.40	926.40	926.40	926.40
75	956.95	956.95	956.95	956.95
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.35545

Beta = 13.61411

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	234.12	234.12
2	0.00	10.60	242.20	242.20
3	8.46	21.50	250.51	250.51
4	19.88	32.77	259.10	259.10
5	31.66	44.39	267.97	267.97
6	43.82	56.39	277.11	277.11
7	56.35	68.75	286.54	286.54
8	69.26	81.48	296.24	296.24
9	82.52	94.57	306.21	306.21
10	96.13	108.00	316.45	316.45
11	110.08	121.77	326.94	326.94
12	124.37	135.86	337.68	337.68
13	138.94	150.23	348.62	348.62
14	153.73	164.83	359.74	359.74
15	168.73	179.63	371.01	371.01
16	183.91	194.61	382.42	382.42
17	199.27	209.75	393.95	393.95
18	214.76	225.04	405.58	405.58
19	230.41	240.48	417.32	417.32
20	246.17	256.03	429.15	429.15
21	262.05	271.69	441.06	441.06
22	278.04	287.47	453.04	453.04
23	294.12	303.33	465.10	465.10
24	310.37	319.36	477.26	477.26
25	326.73	335.50	489.51	489.51
35	497.95	504.37	617.07	617.07
45	671.20	675.06	742.79	742.79
55	839.57	839.57	839.57	839.57
65	908.35	908.35	908.35	908.35
75	956.33	956.33	956.33	956.33
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 12.72125

Beta = 12.03594

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	476.39	476.39
2	0.34	24.74	489.23	489.23
3	25.79	49.56	502.12	502.12
4	51.65	74.79	515.21	515.21
5	77.86	100.35	528.47	528.47
6	104.26	126.10	541.82	541.82
7	130.66	151.85	555.15	555.15
8	156.82	177.36	568.36	568.36
9	182.65	202.55	581.39	581.39
10	208.20	227.47	594.26	594.26
11	233.60	252.24	607.03	607.03
12	259.02	277.03	619.80	619.80
13	284.61	301.98	632.64	632.64
14	310.42	327.14	645.57	645.57
15	336.59	352.67	658.66	658.66
16	362.96	378.37	671.81	671.81
17	389.51	404.26	685.03	685.03
18	415.74	429.83	698.04	698.04
19	441.83	455.26	710.93	710.93
20	467.95	480.72	723.78	723.78
21	493.97	506.07	736.50	736.50
22	519.94	531.38	749.11	749.11
23	545.75	556.52	761.52	761.52
24	571.23	581.33	773.63	773.63
25	596.27	605.70	785.33	785.33
35	878.48	878.48	878.48	878.48
45	926.40	926.40	926.40	926.40
55	956.95	956.95	956.95	956.95
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 37.76782

Beta = 35.88263

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	441.06	441.06
2	0.00	21.85	453.04	453.04
3	21.71	43.84	465.10	465.10
4	44.44	66.05	477.26	477.26
5	67.37	88.44	489.51	489.51
6	90.49	111.02	501.85	501.85
7	113.84	133.83	514.30	514.30
8	137.36	156.79	526.82	526.82
9	161.11	179.99	539.45	539.45
10	185.10	203.42	552.19	552.19
11	209.33	227.08	565.02	565.02
12	233.79	250.97	577.96	577.96
13	258.43	275.03	590.96	590.96
14	283.22	299.23	604.00	604.00
15	308.14	323.56	617.07	617.07
16	333.13	347.96	630.14	630.14
17	358.10	372.33	643.12	643.12
18	382.99	396.62	656.00	656.00
19	407.81	420.83	668.75	668.75
20	432.51	444.93	681.35	681.35
21	457.25	469.06	693.86	693.86
22	482.04	493.23	706.26	706.26
23	506.91	517.47	718.55	718.55
24	531.92	541.84	730.73	730.73
25	557.14	566.40	742.79	742.79
35	839.57	839.57	839.57	839.57
45	908.35	908.35	908.35	908.35
55	956.33	956.33	956.33	956.33
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 32.99062

Beta = 31.344

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.WL.(0513)

Plan: Whole Life Paid-Up at 65

Mathematical Data – Age 35 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	211.73	211.73
2	0.00	11.68	219.28	219.28
3	11.49	23.79	227.10	227.10
4	24.28	36.31	235.17	235.17
5	37.52	49.27	243.51	243.51
6	51.22	62.68	252.13	252.13
7	65.37	76.53	261.02	261.02
8	79.97	90.81	270.16	270.16
9	95.02	105.54	279.56	279.56
10	110.52	120.71	289.21	289.21
11	126.46	136.31	299.10	299.10
12	142.89	152.38	309.25	309.25
13	159.81	168.93	319.67	319.67
14	177.33	186.07	330.44	330.44
15	195.48	203.81	341.56	341.56
16	214.23	222.14	353.00	353.00
17	233.57	241.05	364.77	364.77
18	253.47	260.51	376.82	376.82
19	273.95	280.52	389.14	389.14
20	294.97	301.06	401.70	401.70
21	316.48	322.07	414.43	414.43
22	338.54	343.61	427.37	427.37
23	361.16	365.68	440.51	440.51
24	384.46	388.42	453.93	453.93
25	408.46	411.83	467.62	467.62
35	610.87	610.87	610.87	610.87
45	756.22	756.22	756.22	756.22
55	866.15	866.15	866.15	866.15
65	924.20	924.20	924.20	924.20
75	956.89	956.89	956.89	956.89
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 13.35666

Beta = 12.5949

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	187.86	187.86
2	0.00	10.37	194.59	194.59
3	9.19	21.09	201.54	201.54
4	20.56	32.20	208.73	208.73
5	32.34	43.72	216.17	216.17
6	44.54	55.63	223.86	223.86
7	57.18	67.98	231.82	231.82
8	70.25	80.76	240.04	240.04
9	83.78	93.97	248.52	248.52
10	97.76	107.63	257.26	257.26
11	112.19	121.72	266.26	266.26
12	127.08	136.26	275.52	275.52
13	142.41	151.24	285.02	285.02
14	158.21	166.65	294.76	294.76
15	174.46	182.52	304.74	304.74
16	191.18	198.84	314.95	314.95
17	208.36	215.60	325.38	325.38
18	226.00	232.81	336.03	336.03
19	244.11	250.47	346.88	346.88
20	262.71	268.61	357.94	357.94
21	281.82	287.23	369.21	369.21
22	301.43	306.33	380.67	380.67
23	321.55	325.93	392.32	392.32
24	342.22	346.05	404.16	404.16
25	363.47	366.73	416.21	416.21
35	548.50	548.50	548.50	548.50
45	693.43	693.43	693.43	693.43
55	820.77	820.77	820.77	820.77
65	905.65	905.65	905.65	905.65
75	956.28	956.28	956.28	956.28
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium =11.84704

Beta = 11.11415

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 55 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	20.22	414.43	414.43
2	43.09	69.85	427.37	427.37
3	97.24	121.14	440.51	440.51
4	153.41	174.34	453.93	453.93
5	211.69	229.52	467.62	467.62
6	272.16	286.74	481.52	481.52
7	334.89	346.08	495.58	495.58
8	399.98	407.62	509.72	509.72
9	467.63	471.55	523.90	523.90
10	538.14	538.14	538.14	538.14
11	552.43	552.43	552.43	552.43
12	566.82	566.82	566.82	566.82
13	581.35	581.35	581.35	581.35
14	596.02	596.02	596.02	596.02
15	610.87	610.87	610.87	610.87
16	625.81	625.81	625.81	625.81
17	640.81	640.81	640.81	640.81
18	655.68	655.68	655.68	655.68
19	670.43	670.43	670.43	670.43
20	685.11	685.11	685.11	685.11
21	699.70	699.70	699.70	699.70
22	714.20	714.20	714.20	714.20
23	728.52	728.52	728.52	728.52
24	742.56	742.56	742.56	742.56
25	756.22	756.22	756.22	756.22
35	866.15	866.15	866.15	866.15
45	924.20	924.20	924.20	924.20
55	956.89	956.89	956.89	956.89
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 57.78068

Beta = 53.75663

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	18.34	369.21	369.21
2	32.87	62.50	380.67	380.67
3	81.72	108.18	392.32	392.32
4	132.30	155.46	404.16	404.16
5	184.75	204.46	416.21	416.21
6	239.19	255.32	428.48	428.48
7	295.77	308.13	440.97	440.97
8	354.60	363.04	453.67	453.67
9	415.87	420.19	466.60	466.60
10	479.75	479.75	479.75	479.75
11	493.12	493.12	493.12	493.12
12	506.69	506.69	506.69	506.69
13	520.46	520.46	520.46	520.46
14	534.40	534.40	534.40	534.40
15	548.50	548.50	548.50	548.50
16	562.75	562.75	562.75	562.75
17	577.11	577.11	577.11	577.11
18	591.54	591.54	591.54	591.54
19	606.03	606.03	606.03	606.03
20	620.58	620.58	620.58	620.58
21	635.15	635.15	635.15	635.15
22	649.74	649.74	649.74	649.74
23	664.32	664.32	664.32	664.32
24	678.88	678.88	678.88	678.88
25	693.43	693.43	693.43	693.43
35	820.77	820.77	820.77	820.77
45	905.65	905.65	905.65	905.65
55	956.28	956.28	956.28	956.28
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 51.99697

Beta = 47.56787

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	257.36	257.36
2	0.02	13.89	266.07	266.07
3	14.68	28.25	275.05	275.05
4	29.78	43.05	284.29	284.29
5	45.36	58.31	293.79	293.79
6	61.41	74.03	303.56	303.56
7	77.90	90.18	313.56	313.56
8	94.82	106.75	323.79	323.79
9	112.14	123.72	334.21	334.21
10	129.84	141.04	344.79	344.79
11	147.92	158.75	355.55	355.55
12	166.45	176.88	366.51	366.51
13	185.42	195.44	377.67	377.67
14	205.04	214.64	389.17	389.17
15	225.32	234.48	401.01	401.01
16	246.20	254.90	413.13	413.13
17	267.67	275.90	425.52	425.52
18	289.63	297.37	438.09	438.09
19	312.08	319.31	450.80	450.80
20	334.93	341.63	463.58	463.58
21	358.16	364.32	476.39	476.39
22	381.84	387.44	489.23	489.23
23	405.99	411.00	502.12	502.12
24	430.86	435.26	515.21	515.21
25	456.46	460.21	528.47	528.47
35	658.66	658.66	658.66	658.66
45	785.33	785.33	785.33	785.33
55	878.48	878.48	878.48	878.48
65	926.40	926.40	926.40	926.40
75	956.95	956.95	956.95	956.95
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 16.58336

Beta = 15.71885

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	234.12	234.12
2	0.00	12.74	242.20	242.20
3	12.96	25.88	250.51	250.51
4	26.85	39.47	259.10	259.10
5	41.20	53.52	267.97	267.97
6	56.03	68.05	277.11	277.11
7	71.36	83.05	286.54	286.54
8	87.17	98.54	296.24	296.24
9	103.47	114.50	306.21	306.21
10	120.26	130.93	316.45	316.45
11	137.54	147.83	326.94	326.94
12	155.29	165.21	337.68	337.68
13	173.50	183.02	348.62	348.62
14	192.11	201.22	359.74	359.74
15	211.11	219.80	371.01	371.01
16	230.51	238.76	382.42	382.42
17	250.29	258.10	393.95	393.95
18	270.47	277.82	405.58	405.58
19	291.06	297.92	417.32	417.32
20	312.05	318.42	429.15	429.15
21	333.48	339.33	441.06	441.06
22	355.35	360.67	453.04	453.04
23	377.71	382.46	465.10	465.10
24	400.62	404.79	477.26	477.26
25	424.11	427.66	489.51	489.51
35	617.07	617.07	617.07	617.07
45	742.79	742.79	742.79	742.79
55	839.57	839.57	839.57	839.57
65	908.35	908.35	908.35	908.35
75	956.33	956.33	956.33	956.33
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.94891

Beta = 14.13627

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	22.47	476.39	476.39
2	52.17	76.89	489.23	489.23
3	110.91	133.04	502.12	502.12
4	171.95	191.37	515.21	515.21
5	235.41	251.99	528.47	528.47
6	301.40	315.00	541.82	541.82
7	370.01	380.48	555.15	555.15
8	441.43	448.61	568.36	568.36
9	516.01	519.70	581.39	581.39
10	594.26	594.26	594.26	594.26
11	607.03	607.03	607.03	607.03
12	619.80	619.80	619.80	619.80
13	632.64	632.64	632.64	632.64
14	645.57	645.57	645.57	645.57
15	658.66	658.66	658.66	658.66
16	671.81	671.81	671.81	671.81
17	685.03	685.03	685.03	685.03
18	698.04	698.04	698.04	698.04
19	710.93	710.93	710.93	710.93
20	723.78	723.78	723.78	723.78
21	736.50	736.50	736.50	736.50
22	749.11	749.11	749.11	749.11
23	761.52	761.52	761.52	761.52
24	773.63	773.63	773.63	773.63
25	785.33	785.33	785.33	785.33
35	878.48	878.48	878.48	878.48
45	926.40	926.40	926.40	926.40
55	956.95	956.95	956.95	956.95
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 67.48923

Beta = 63.67151

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	21.28	441.06	441.06
2	44.97	71.86	453.04	453.04
3	100.05	124.10	465.10	465.10
4	157.12	178.22	477.26	477.26
5	216.32	234.32	489.51	489.51
6	277.85	292.61	501.85	501.85
7	341.95	353.31	514.30	514.30
8	408.82	416.59	526.82	526.82
9	478.79	482.79	539.45	539.45
10	552.19	552.19	552.19	552.19
11	565.02	565.02	565.02	565.02
12	577.96	577.96	577.96	577.96
13	590.96	590.96	590.96	590.96
14	604.00	604.00	604.00	604.00
15	617.07	617.07	617.07	617.07
16	630.14	630.14	630.14	630.14
17	643.12	643.12	643.12	643.12
18	656.00	656.00	656.00	656.00
19	668.75	668.75	668.75	668.75
20	681.35	681.35	681.35	681.35
21	693.86	693.86	693.86	693.86
22	706.26	706.26	706.26	706.26
23	718.55	718.55	718.55	718.55
24	730.73	730.73	730.73	730.73
25	742.79	742.79	742.79	742.79
35	839.57	839.57	839.57	839.57
45	908.35	908.35	908.35	908.35
55	956.33	956.33	956.33	956.33
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 62.44566

Beta = 58.33038

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.WL.(0513)

Plan: Whole Life Paid-Up at 65

Mathematical Data – Age 35 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	206.98	206.98
2	0.00	11.42	214.36	214.36
3	11.03	23.24	222.00	222.00
4	23.53	35.48	229.90	229.90
5	36.48	48.15	238.06	238.06
6	49.87	61.26	246.49	246.49
7	63.72	74.81	255.19	255.19
8	78.02	88.79	264.15	264.15
9	92.76	103.22	273.37	273.37
10	107.96	118.08	282.83	282.83
11	123.59	133.38	292.54	292.54
12	139.72	149.14	302.51	302.51
13	156.31	165.37	312.74	312.74
14	173.49	182.17	323.30	323.30
15	191.26	199.53	334.19	334.19
16	209.59	217.45	345.38	345.38
17	228.49	235.93	356.88	356.88
18	247.94	254.93	368.64	368.64
19	267.94	274.47	380.66	380.66
20	288.47	294.52	392.91	392.91
21	309.50	315.05	405.34	405.34
22	331.05	336.08	417.98	417.98
23	353.16	357.66	430.81	430.81
24	375.93	379.86	443.90	443.90
25	399.36	402.71	457.24	457.24
35	597.87	597.87	597.87	597.87
45	741.63	741.63	741.63	741.63
55	851.50	851.50	851.50	851.50
65	913.77	913.77	913.77	913.77
75	956.43	956.43	956.43	956.43
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium =13.05482

Beta = 12.29884

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	19.85	405.34	405.34
2	41.02	68.37	417.98	417.98
3	94.10	118.53	430.81	430.81
4	149.13	170.52	443.90	443.90
5	206.23	224.45	457.24	457.24
6	265.48	280.38	470.80	470.80
7	326.95	338.39	484.53	484.53
8	390.76	398.57	498.36	498.36
9	457.10	461.10	512.26	512.26
10	526.24	526.24	526.24	526.24
11	540.30	540.30	540.30	540.30
12	554.47	554.47	554.47	554.47
13	568.79	568.79	568.79	568.79
14	583.24	583.24	583.24	583.24
15	597.87	597.87	597.87	597.87
16	612.59	612.59	612.59	612.59
17	627.37	627.37	627.37	627.37
18	642.04	642.04	642.04	642.04
19	656.62	656.62	656.62	656.62
20	671.13	671.13	671.13	671.13
21	685.56	685.56	685.56	685.56
22	699.91	699.91	699.91	699.91
23	714.10	714.10	714.10	714.10
24	728.03	728.03	728.03	728.03
25	741.63	741.63	741.63	741.63
35	851.50	851.50	851.50	851.50
45	913.77	913.77	913.77	913.77
55	956.43	956.43	956.43	956.43
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 56.61404

Beta = 52.50574

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 35 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	252.75	252.75
2	0.00	13.66	261.33	261.33
3	14.33	27.77	270.18	270.18
4	29.18	42.33	279.28	279.28
5	44.51	57.34	288.65	288.65
6	60.31	72.82	298.29	298.29
7	76.57	88.74	308.18	308.18
8	93.26	105.09	318.29	318.29
9	110.38	121.85	328.62	328.62
10	127.89	138.99	339.13	339.13
11	145.81	156.53	349.83	349.83
12	164.18	174.51	360.74	360.74
13	182.99	192.91	371.84	371.84
14	202.40	211.91	383.26	383.26
15	222.42	231.49	394.98	394.98
16	243.00	251.62	406.95	406.95
17	264.13	272.27	419.16	419.16
18	285.73	293.39	431.53	431.53
19	307.79	314.95	444.05	444.05
20	330.26	336.90	456.63	456.63
21	353.13	359.23	469.24	469.24
22	376.43	381.98	481.90	481.90
23	400.22	405.18	494.61	494.61
24	424.68	429.03	507.50	507.50
25	449.84	453.56	520.54	520.54
35	649.80	649.80	649.80	649.80
45	775.30	775.30	775.30	775.30
55	866.13	866.13	866.13	866.13
65	916.29	916.29	916.29	916.29
75	956.48	956.48	956.48	956.48
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 16.25629

Beta = 15.40195

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 65</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	22.24	469.24	469.24
2	50.70	75.88	481.90	481.90
3	108.69	131.22	494.61	494.61
4	168.91	188.68	507.50	507.50
5	231.50	248.38	520.54	520.54
6	296.57	310.41	533.67	533.67
7	364.25	374.91	546.80	546.80
8	434.73	442.03	559.85	559.85
9	508.33	512.09	572.76	572.76
10	585.56	585.56	585.56	585.56
11	598.30	598.30	598.30	598.30
12	611.06	611.06	611.06	611.06
13	623.88	623.88	623.88	623.88
14	636.77	636.77	636.77	636.77
15	649.80	649.80	649.80	649.80
16	662.88	662.88	662.88	662.88
17	675.99	675.99	675.99	675.99
18	688.91	688.91	688.91	688.91
19	701.69	701.69	701.69	701.69
20	714.40	714.40	714.40	714.40
21	726.98	726.98	726.98	726.98
22	739.44	739.44	739.44	739.44
23	751.70	751.70	751.70	751.70
24	763.68	763.68	763.68	763.68
25	775.30	775.30	775.30	775.30
35	866.13	866.13	866.13	866.13
45	916.29	916.29	916.29	916.29
55	956.48	956.48	956.48	956.48
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 66.4624

Beta = 62.5817

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.WL.(0513)

Plan: Whole Life Paid-Up at 90

Mathematical Data – Age 35 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	206.98	206.98
2	0.00	9.36	214.36	214.36
3	6.68	19.04	222.00	222.00
4	16.81	29.04	229.90	229.90
5	27.28	39.38	238.06	238.06
6	38.10	50.07	246.49	246.49
7	49.27	61.09	255.19	255.19
8	60.77	72.45	264.15	264.15
9	72.60	84.12	273.37	273.37
10	84.75	96.12	282.83	282.83
11	97.21	108.43	292.54	292.54
12	110.02	121.07	302.51	302.51
13	123.15	134.04	312.74	312.74
14	136.71	147.42	323.30	323.30
15	150.70	161.23	334.19	334.19
16	165.08	175.43	345.38	345.38
17	179.84	190.01	356.88	356.88
18	194.96	204.93	368.64	368.64
19	210.40	220.18	380.66	380.66
20	226.15	235.72	392.91	392.91
21	242.13	251.50	405.34	405.34
22	258.38	267.54	417.98	417.98
23	274.88	283.83	430.81	430.81
24	291.72	300.46	443.90	443.90
25	308.90	317.42	457.24	457.24
35	490.45	496.62	597.87	597.87
45	679.27	682.85	741.63	741.63
55	851.50	851.50	851.50	851.50
65	913.77	913.77	913.77	913.77
75	956.43	956.43	956.43	956.43
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 10.90602

Beta = 10.27991

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	405.34	405.34
2	3.15	21.60	417.98	417.98
3	25.53	43.56	430.81	430.81
4	48.37	65.97	443.90	443.90
5	71.67	88.82	457.24	457.24
6	95.36	112.06	470.80	470.80
7	119.36	135.60	484.53	484.53
8	143.56	159.34	498.36	498.36
9	167.91	183.23	512.26	512.26
10	192.43	207.28	526.24	526.24
11	217.14	231.51	540.30	540.30
12	242.07	255.97	554.47	554.47
13	267.30	280.71	568.79	568.79
14	292.81	305.73	583.24	583.24
15	318.67	331.09	597.87	597.87
16	344.76	356.68	612.59	612.59
17	371.04	382.44	627.37	627.37
18	397.21	408.10	642.04	642.04
19	423.34	433.72	656.62	656.62
20	449.48	459.34	671.13	671.13
21	475.63	484.97	685.56	685.56
22	501.80	510.62	699.91	699.91
23	527.92	536.20	714.10	714.10
24	553.87	561.61	728.03	728.03
25	579.56	586.77	741.63	741.63
35	851.50	851.50	851.50	851.50
45	913.77	913.77	913.77	913.77
55	956.43	956.43	956.43	956.43
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 28.34689

Beta = 27.08586

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	252.75	252.75
2	0.00	11.51	261.33	261.33
3	9.82	23.38	270.18	270.18
4	22.21	35.59	279.28	279.28
5	34.96	48.17	288.65	288.65
6	48.07	61.10	298.29	298.29
7	61.52	74.36	308.18	308.18
8	75.29	87.94	318.29	318.29
9	89.34	101.79	328.62	328.62
10	103.64	115.90	339.13	339.13
11	118.20	130.26	349.83	349.83
12	133.04	144.90	360.74	360.74
13	148.16	159.81	371.84	371.84
14	163.70	175.13	383.26	383.26
15	179.65	190.86	394.98	394.98
16	195.96	206.94	406.95	406.95
17	212.58	223.34	419.16	419.16
18	229.43	239.95	431.53	431.53
19	246.47	256.76	444.05	444.05
20	263.61	273.66	456.63	456.63
21	280.80	290.61	469.24	469.24
22	298.06	307.63	481.90	481.90
23	315.39	324.72	494.61	494.61
24	332.96	342.05	507.50	507.50
25	350.75	359.59	520.54	520.54
35	527.72	534.07	649.80	649.80
45	703.05	706.81	775.30	775.30
55	866.13	866.13	866.13	866.13
65	916.29	916.29	916.29	916.29
75	956.48	956.48	956.48	956.48
85	980.64	980.64	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.02378

Beta = 13.29365

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 90</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	469.24	469.24
2	0.06	24.11	481.90	481.90
3	24.87	48.32	494.61	494.61
4	50.05	72.88	507.50	507.50
5	75.53	97.75	520.54	520.54
6	101.21	122.80	533.67	533.67
7	126.92	147.88	546.80	546.80
8	152.48	172.82	559.85	559.85
9	177.81	197.53	572.76	572.76
10	202.97	222.07	585.56	585.56
11	228.05	246.53	598.30	598.30
12	253.19	271.05	611.06	611.06
13	278.49	295.73	623.88	623.88
14	304.00	320.61	636.77	636.77
15	329.82	345.79	649.80	649.80
16	355.80	371.13	662.88	662.88
17	381.92	396.60	675.99	675.99
18	407.77	421.80	688.91	688.91
19	433.47	446.86	701.69	701.69
20	459.18	471.92	714.40	714.40
21	484.79	496.88	726.98	726.98
22	510.36	521.80	739.44	739.44
23	535.81	546.59	751.70	751.70
24	561.02	571.14	763.68	763.68
25	585.92	595.38	775.30	775.30
35	866.13	866.13	866.13	866.13
45	916.29	916.29	916.29	916.29
55	956.48	956.48	956.48	956.48
65	980.64	980.64	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 36.75607

Beta = 34.92133

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.ACL.(0513)

Plan: Whole Life with Adjustable  
Term Protection

Mathematical Data – Age 35 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	211.73	211.73
2	0.00	9.58	219.28	219.28
3	7.06	19.50	227.10	227.10
4	17.43	29.74	235.17	235.17
5	28.15	40.32	243.51	243.51
6	39.23	51.26	252.13	252.13
7	50.64	62.53	261.02	261.02
8	62.39	74.13	270.16	270.16
9	74.46	86.05	279.56	279.56
10	86.86	98.29	289.21	289.21
11	99.56	110.84	299.10	299.10
12	112.61	123.72	309.25	309.25
13	125.99	136.93	319.67	319.67
14	139.82	150.59	330.44	330.44
15	154.11	164.70	341.56	341.56
16	168.81	179.22	353.00	353.00
17	183.93	194.15	364.77	364.77
18	199.41	209.43	376.82	376.82
19	215.24	225.06	389.14	389.14
20	231.37	240.99	401.70	401.70
21	247.73	257.15	414.43	414.43
22	264.35	273.56	427.37	427.37
23	281.23	290.23	440.51	440.51
24	298.47	307.26	453.93	453.93
25	316.05	324.62	467.62	467.62
35	500.09	506.35	610.87	610.87
45	686.81	690.74	756.22	756.22
55	828.04	830.20	866.15	866.15
65	902.62	903.84	924.20	924.20
75	944.62	945.31	956.89	956.89
85	975.13	975.44	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 11.16559

Beta = 10.53472

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	187.86	187.86
2	0.00	8.29	194.59	194.59
3	4.76	16.83	201.54	201.54
4	13.73	25.69	208.73	208.73
5	23.00	34.85	216.17	216.17
6	32.59	44.32	223.86	223.86
7	42.50	54.12	231.82	231.82
8	52.75	64.24	240.04	240.04
9	63.32	74.68	248.52	248.52
10	74.22	85.45	257.26	257.26
11	85.44	96.53	266.26	266.26
12	96.98	107.94	275.52	275.52
13	108.82	119.63	285.02	285.02
14	120.96	131.63	294.76	294.76
15	133.40	143.92	304.74	304.74
16	146.13	156.49	314.95	314.95
17	159.13	169.33	325.38	325.38
18	172.40	182.43	336.03	336.03
19	185.92	195.79	346.88	346.88
20	199.71	209.42	357.94	357.94
21	213.76	223.30	369.21	369.21
22	228.04	237.40	380.67	380.67
23	242.56	251.75	392.32	392.32
24	257.32	266.32	404.16	404.16
25	272.33	281.16	416.21	416.21
35	437.23	444.06	548.50	548.50
45	617.88	622.51	693.43	693.43
55	776.60	779.31	820.77	820.77
65	882.39	883.82	905.65	905.65
75	945.51	946.17	956.28	956.28
85	975.87	976.17	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 9.66559

Beta = 9.07259

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 55 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	414.43	414.43
2	3.45	22.10	427.37	427.37
3	26.31	44.53	440.51	440.51
4	49.67	67.45	453.93	453.93
5	73.48	90.82	467.62	467.62
6	97.68	114.56	481.52	481.52
7	122.15	138.57	495.58	495.58
8	146.75	162.72	509.72	509.72
9	171.44	186.95	523.90	523.90
10	196.21	211.26	538.14	538.14
11	221.09	235.67	552.43	552.43
12	246.14	260.24	566.82	566.82
13	271.42	285.06	581.35	581.35
14	296.95	310.11	596.02	596.02
15	322.79	335.47	610.87	610.87
16	348.79	360.98	625.81	625.81
17	374.90	386.60	640.81	640.81
18	400.77	411.99	655.68	655.68
19	426.45	437.19	670.43	670.43
20	451.99	462.25	685.11	685.11
21	477.38	487.16	699.70	699.70
22	502.61	511.92	714.20	714.20
23	527.54	536.38	728.52	728.52
24	551.98	560.36	742.56	742.56
25	575.74	583.68	756.22	756.22
35	767.06	771.42	866.15	866.15
45	868.09	870.56	924.20	924.20
55	924.97	926.38	956.89	956.89
65	966.31	966.94	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 29.03585

Beta = 27.75837

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	369.21	369.21
2	0.68	18.16	380.67	380.67
3	19.48	36.63	392.32	392.32
4	38.58	55.40	404.16	404.16
5	58.02	74.50	416.21	416.21
6	77.82	93.96	428.48	428.48
7	97.97	113.76	440.97	440.97
8	118.47	133.89	453.67	453.67
9	139.33	154.39	466.60	466.60
10	160.56	175.24	479.75	479.75
11	182.13	196.44	493.12	493.12
12	204.03	217.96	506.69	506.69
13	226.24	239.78	520.46	520.46
14	248.73	261.88	534.40	534.40
15	271.49	284.23	548.50	548.50
16	294.48	306.83	562.75	562.75
17	317.64	329.58	577.11	577.11
18	340.92	352.46	591.54	591.54
19	364.31	375.43	606.03	606.03
20	387.78	398.50	620.58	620.58
21	411.30	421.60	635.15	635.15
22	434.84	444.73	649.74	649.74
23	458.37	467.85	664.32	664.32
24	481.86	490.93	678.88	678.88
25	505.33	513.99	693.43	693.43
35	710.80	715.86	820.77	820.77
45	847.76	850.42	905.65	905.65
55	929.46	930.69	956.28	956.28
65	968.77	969.31	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 24.06379

Beta = 22.95648

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	257.36	257.36
2	0.00	11.72	266.07	266.07
3	10.14	23.81	275.05	275.05
4	22.75	36.25	284.29	284.29
5	35.73	49.05	293.79	293.79
6	49.07	62.20	303.56	303.56
7	62.72	75.67	313.56	313.56
8	76.68	89.44	323.79	323.79
9	90.91	103.47	334.21	334.21
10	105.37	117.73	344.79	344.79
11	120.06	132.21	355.55	355.55
12	135.02	146.97	366.51	366.51
13	150.25	161.99	377.67	377.67
14	165.95	177.48	389.17	389.17
15	182.12	193.42	401.01	401.01
16	198.68	209.75	413.13	413.13
17	215.60	226.43	425.52	425.52
18	232.75	243.35	438.09	438.09
19	250.11	260.47	450.80	450.80
20	267.56	277.68	463.58	463.58
21	285.05	294.92	476.39	476.39
22	302.59	312.22	489.23	489.23
23	320.18	329.57	502.12	502.12
24	338.06	347.20	515.21	515.21
25	356.16	365.05	528.47	528.47
35	533.92	540.36	658.66	658.66
45	706.88	710.93	785.33	785.33
55	834.08	836.37	878.48	878.48
65	899.50	900.89	926.40	926.40
75	941.22	942.03	956.95	956.95
85	973.57	973.94	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.33206

Beta = 13.59214

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	234.12	234.12
2	0.00	10.55	242.20	242.20
3	8.37	21.40	250.51	250.51
4	19.73	32.62	259.10	259.10
5	31.45	44.19	267.97	267.97
6	43.55	56.13	277.11	277.11
7	56.03	68.44	286.54	286.54
8	68.86	81.11	296.24	296.24
9	82.06	94.13	306.21	306.21
10	95.60	107.49	316.45	316.45
11	109.48	121.19	326.94	326.94
12	123.69	135.21	337.68	337.68
13	138.17	149.51	348.62	348.62
14	152.89	164.02	359.74	359.74
15	167.80	178.74	371.01	371.01
16	182.89	193.63	382.42	382.42
17	198.14	208.68	393.95	393.95
18	213.53	223.87	405.58	405.58
19	229.07	239.20	417.32	417.32
20	244.71	254.64	429.15	429.15
21	260.47	270.20	441.06	441.06
22	276.33	285.84	453.04	453.04
23	292.28	301.58	465.10	465.10
24	308.37	317.46	477.26	477.26
25	324.57	333.46	489.51	489.51
35	493.36	500.02	617.07	617.07
45	659.68	664.16	742.79	742.79
55	787.74	790.53	839.57	839.57
65	878.74	880.33	908.35	908.35
75	942.22	942.98	956.33	956.33
85	974.39	974.73	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 12.67168

Beta = 11.98939

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	476.39	476.39
2	0.15	24.54	489.23	489.23
3	25.37	49.14	502.12	502.12
4	51.00	74.14	515.21	515.21
5	76.95	99.46	528.47	528.47
6	103.08	124.96	541.82	541.82
7	129.19	150.43	555.15	555.15
8	155.04	175.65	568.36	568.36
9	180.54	200.53	581.39	581.39
10	205.74	225.11	594.26	594.26
11	230.75	249.51	607.03	607.03
12	255.74	273.89	619.80	619.80
13	280.87	298.41	632.64	632.64
14	306.18	323.10	645.57	645.57
15	331.80	348.10	658.66	658.66
16	357.56	373.23	671.81	671.81
17	383.43	398.47	685.03	685.03
18	408.91	423.32	698.04	698.04
19	434.14	447.94	710.93	710.93
20	459.29	472.48	723.78	723.78
21	484.18	496.76	736.50	736.50
22	508.87	520.85	749.11	749.11
23	533.17	544.55	761.52	761.52
24	556.86	567.67	773.63	773.63
25	579.77	590.02	785.33	785.33
35	762.12	767.93	878.48	878.48
45	855.92	859.43	926.40	926.40
55	915.72	917.78	956.95	956.95
65	962.11	963.03	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 37.55577

Beta = 35.68316

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	441.06	441.06
2	0.00	21.44	453.04	453.04
3	20.88	43.01	465.10	465.10
4	43.14	64.77	477.26	477.26
5	65.56	86.68	489.51	489.51
6	88.15	108.77	501.85	501.85
7	110.94	131.04	514.30	514.30
8	133.86	153.44	526.82	526.82
9	156.98	176.03	539.45	539.45
10	180.29	198.82	552.19	552.19
11	203.79	221.79	565.02	565.02
12	227.47	244.93	577.96	577.96
13	251.27	268.19	590.96	590.96
14	275.14	291.52	604.00	604.00
15	299.07	314.91	617.07	617.07
16	322.97	338.28	630.14	630.14
17	346.75	361.51	643.12	643.12
18	370.32	384.55	656.00	656.00
19	393.66	407.37	668.75	668.75
20	416.72	429.91	681.35	681.35
21	439.62	452.28	693.86	693.86
22	462.32	474.47	706.26	706.26
23	484.81	496.46	718.55	718.55
24	507.10	518.24	730.73	730.73
25	529.18	539.82	742.79	742.79
35	706.34	712.97	839.57	839.57
45	832.24	836.03	908.35	908.35
55	920.06	921.86	956.33	956.33
65	964.57	965.37	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 32.57159

Beta = 30.94888

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.ACL.(0513)

Plan: Whole Life with Adjustable  
Term Protection

Mathematical Data – Age 35 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	206.98	206.98
2	0.00	9.31	214.36	214.36
3	6.59	18.95	222.00	222.00
4	16.67	28.90	229.90	229.90
5	27.09	39.20	238.06	238.06
6	37.86	49.83	246.49	246.49
7	48.96	60.80	255.19	255.19
8	60.40	72.09	264.15	264.15
9	72.17	83.71	273.37	273.37
10	84.26	95.65	282.83	282.83
11	96.65	107.89	292.54	292.54
12	109.39	120.47	302.51	302.51
13	122.44	133.36	312.74	312.74
14	135.93	146.68	323.30	323.30
15	149.83	160.41	334.19	334.19
16	164.13	174.53	345.38	345.38
17	178.80	189.02	356.88	356.88
18	193.82	203.85	368.64	368.64
19	209.17	219.01	380.66	380.66
20	224.81	234.46	392.91	392.91
21	240.69	250.14	405.34	405.34
22	256.82	266.07	417.98	417.98
23	273.21	282.25	430.81	430.81
24	289.92	298.76	443.90	443.90
25	306.96	315.58	457.24	457.24
35	486.52	492.91	597.87	597.87
45	670.09	674.19	741.63	741.63
55	810.39	812.75	851.50	851.50
65	889.89	891.26	913.77	913.77
75	944.37	945.06	956.43	956.43
85	975.28	975.59	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 10.85967

Beta = 10.23655

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	405.34	405.34
2	2.82	21.24	417.98	417.98
3	24.80	42.82	430.81	430.81
4	47.23	64.84	443.90	443.90
5	70.09	87.28	457.24	457.24
6	93.33	110.08	470.80	470.80
7	116.85	133.16	484.53	484.53
8	140.54	156.42	498.36	498.36
9	164.35	179.79	512.26	512.26
10	188.30	203.30	526.24	526.24
11	212.39	226.94	540.30	540.30
12	236.68	250.78	554.47	554.47
13	261.21	274.86	568.79	568.79
14	285.97	299.17	583.24	583.24
15	311.03	323.76	597.87	597.87
16	336.24	348.51	612.59	612.59
17	361.57	373.37	627.37	627.37
18	386.70	398.04	642.04	642.04
19	411.68	422.56	656.62	656.62
20	436.55	446.96	671.13	671.13
21	461.28	471.23	685.56	685.56
22	485.85	495.35	699.91	699.91
23	510.16	519.21	714.10	714.10
24	534.03	542.64	728.03	728.03
25	557.33	565.51	741.63	741.63
35	745.58	750.28	851.50	851.50
45	852.26	854.99	913.77	913.77
55	925.35	926.73	956.43	956.43
65	966.84	967.45	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 27.97607

Beta = 26.73448

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 35 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	252.75	252.75
2	0.00	11.48	261.33	261.33
3	9.77	23.32	270.18	270.18
4	22.12	35.50	279.28	279.28
5	34.84	48.05	288.65	288.65
6	47.92	60.95	298.29	298.29
7	61.33	74.17	308.18	308.18
8	75.05	87.71	318.29	318.29
9	89.06	101.53	328.62	328.62
10	103.32	115.60	339.13	339.13
11	117.84	129.91	349.83	349.83
12	132.64	144.51	360.74	360.74
13	147.71	159.37	371.84	371.84
14	163.20	174.65	383.26	383.26
15	179.10	190.33	394.98	394.98
16	195.34	206.36	406.95	406.95
17	211.91	222.70	419.16	419.16
18	228.70	239.26	431.53	431.53
19	245.67	256.00	444.05	444.05
20	262.74	272.83	456.63	456.63
21	279.86	289.72	469.24	469.24
22	297.04	306.66	481.90	481.90
23	314.28	323.67	494.61	494.61
24	331.77	340.91	507.50	507.50
25	349.46	358.36	520.54	520.54
35	524.85	531.35	649.80	649.80
45	695.13	699.30	775.30	775.30
55	818.37	820.86	866.13	866.13
65	886.42	887.97	916.29	916.29
75	940.95	941.76	956.48	956.48
85	973.74	974.10	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 13.99445

Beta = 13.26609

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	469.24	469.24
2	0.00	23.86	481.90	481.90
3	24.35	47.80	494.61	494.61
4	49.23	72.08	507.50	507.50
5	74.40	96.65	520.54	520.54
6	99.75	121.38	533.67	533.67
7	125.11	146.13	546.80	546.80
8	150.29	170.71	559.85	559.85
9	175.21	195.03	572.76	572.76
10	199.93	219.16	585.56	585.56
11	224.53	243.17	598.30	598.30
12	249.16	267.20	611.06	611.06
13	273.90	291.35	623.88	623.88
14	298.80	315.65	636.77	636.77
15	323.95	340.20	649.80	649.80
16	349.20	364.84	662.88	662.88
17	374.51	389.54	675.99	675.99
18	399.44	413.87	688.91	688.91
19	424.12	437.95	701.69	701.69
20	448.65	461.90	714.40	714.40
21	472.94	485.60	726.98	726.98
22	496.99	509.07	739.44	739.44
23	520.66	532.18	751.70	751.70
24	543.79	554.76	763.68	763.68
25	566.23	576.65	775.30	775.30
35	741.57	747.78	866.13	866.13
45	838.40	842.28	916.29	916.29
55	915.98	918.00	956.48	956.48
65	962.63	963.53	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 36.49424

Beta = 34.67478

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.ECL.(0513)

Plan: Estate Whole Life with  
Additional Protection

Mathematical Data – Age 35 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	211.73	211.73
2	0.00	9.58	219.28	219.28
3	7.06	19.50	227.10	227.10
4	17.43	29.74	235.17	235.17
5	28.15	40.32	243.51	243.51
6	39.23	51.26	252.13	252.13
7	50.64	62.53	261.02	261.02
8	62.39	74.13	270.16	270.16
9	74.46	86.05	279.56	279.56
10	86.86	98.29	289.21	289.21
11	99.56	110.84	299.10	299.10
12	112.61	123.72	309.25	309.25
13	125.99	136.93	319.67	319.67
14	139.82	150.59	330.44	330.44
15	154.11	164.70	341.56	341.56
16	168.81	179.22	353.00	353.00
17	183.93	194.15	364.77	364.77
18	199.41	209.43	376.82	376.82
19	215.24	225.06	389.14	389.14
20	231.37	240.99	401.70	401.70
21	247.73	257.15	414.43	414.43
22	264.35	273.56	427.37	427.37
23	281.23	290.23	440.51	440.51
24	298.47	307.26	453.93	453.93
25	316.05	324.62	467.62	467.62
35	500.09	506.35	610.87	610.87
45	686.81	690.74	756.22	756.22
55	828.04	830.20	866.15	866.15
65	902.62	903.84	924.20	924.20
75	944.62	945.31	956.89	956.89
85	975.13	975.44	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 11.16559

Beta = 10.53472

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	187.86	187.86
2	0.00	8.29	194.59	194.59
3	4.76	16.83	201.54	201.54
4	13.73	25.69	208.73	208.73
5	23.00	34.85	216.17	216.17
6	32.59	44.32	223.86	223.86
7	42.50	54.12	231.82	231.82
8	52.75	64.24	240.04	240.04
9	63.32	74.68	248.52	248.52
10	74.22	85.45	257.26	257.26
11	85.44	96.53	266.26	266.26
12	96.98	107.94	275.52	275.52
13	108.82	119.63	285.02	285.02
14	120.96	131.63	294.76	294.76
15	133.40	143.92	304.74	304.74
16	146.13	156.49	314.95	314.95
17	159.13	169.33	325.38	325.38
18	172.40	182.43	336.03	336.03
19	185.92	195.79	346.88	346.88
20	199.71	209.42	357.94	357.94
21	213.76	223.30	369.21	369.21
22	228.04	237.40	380.67	380.67
23	242.56	251.75	392.32	392.32
24	257.32	266.32	404.16	404.16
25	272.33	281.16	416.21	416.21
35	437.23	444.06	548.50	548.50
45	617.88	622.51	693.43	693.43
55	776.60	779.31	820.77	820.77
65	882.39	883.82	905.65	905.65
75	945.51	946.17	956.28	956.28
85	975.87	976.17	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 9.66559

Beta = 9.07259

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	206.98	206.98
2	0.00	9.31	214.36	214.36
3	6.59	18.95	222.00	222.00
4	16.67	28.90	229.90	229.90
5	27.09	39.20	238.06	238.06
6	37.86	49.83	246.49	246.49
7	48.96	60.80	255.19	255.19
8	60.40	72.09	264.15	264.15
9	72.17	83.71	273.37	273.37
10	84.26	95.65	282.83	282.83
11	96.65	107.89	292.54	292.54
12	109.39	120.47	302.51	302.51
13	122.44	133.36	312.74	312.74
14	135.93	146.68	323.30	323.30
15	149.83	160.41	334.19	334.19
16	164.13	174.53	345.38	345.38
17	178.80	189.02	356.88	356.88
18	193.82	203.85	368.64	368.64
19	209.17	219.01	380.66	380.66
20	224.81	234.46	392.91	392.91
21	240.69	250.14	405.34	405.34
22	256.82	266.07	417.98	417.98
23	273.21	282.25	430.81	430.81
24	289.92	298.76	443.90	443.90
25	306.96	315.58	457.24	457.24
35	486.52	492.91	597.87	597.87
45	670.09	674.19	741.63	741.63
55	810.39	812.75	851.50	851.50
65	889.89	891.26	913.77	913.77
75	944.37	945.06	956.43	956.43
85	975.28	975.59	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 10.85967

Beta = 10.23655

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	414.43	414.43
2	3.45	22.10	427.37	427.37
3	26.31	44.53	440.51	440.51
4	49.67	67.45	453.93	453.93
5	73.48	90.82	467.62	467.62
6	97.68	114.56	481.52	481.52
7	122.15	138.57	495.58	495.58
8	146.75	162.72	509.72	509.72
9	171.44	186.95	523.90	523.90
10	196.21	211.26	538.14	538.14
11	221.09	235.67	552.43	552.43
12	246.14	260.24	566.82	566.82
13	271.42	285.06	581.35	581.35
14	296.95	310.11	596.02	596.02
15	322.79	335.47	610.87	610.87
16	348.79	360.98	625.81	625.81
17	374.90	386.60	640.81	640.81
18	400.77	411.99	655.68	655.68
19	426.45	437.19	670.43	670.43
20	451.99	462.25	685.11	685.11
21	477.38	487.16	699.70	699.70
22	502.61	511.92	714.20	714.20
23	527.54	536.38	728.52	728.52
24	551.98	560.36	742.56	742.56
25	575.74	583.68	756.22	756.22
35	767.06	771.42	866.15	866.15
45	868.09	870.56	924.20	924.20
55	924.97	926.38	956.89	956.89
65	966.31	966.94	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 29.03585

Beta = 27.75837

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	369.21	369.21
2	0.68	18.16	380.67	380.67
3	19.48	36.63	392.32	392.32
4	38.58	55.40	404.16	404.16
5	58.02	74.50	416.21	416.21
6	77.82	93.96	428.48	428.48
7	97.97	113.76	440.97	440.97
8	118.47	133.89	453.67	453.67
9	139.33	154.39	466.60	466.60
10	160.56	175.24	479.75	479.75
11	182.13	196.44	493.12	493.12
12	204.03	217.96	506.69	506.69
13	226.24	239.78	520.46	520.46
14	248.73	261.88	534.40	534.40
15	271.49	284.23	548.50	548.50
16	294.48	306.83	562.75	562.75
17	317.64	329.58	577.11	577.11
18	340.92	352.46	591.54	591.54
19	364.31	375.43	606.03	606.03
20	387.78	398.50	620.58	620.58
21	411.30	421.60	635.15	635.15
22	434.84	444.73	649.74	649.74
23	458.37	467.85	664.32	664.32
24	481.86	490.93	678.88	678.88
25	505.33	513.99	693.43	693.43
35	710.80	715.86	820.77	820.77
45	847.76	850.42	905.65	905.65
55	929.46	930.69	956.28	956.28
65	968.77	969.31	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 24.06379

Beta = 22.95648

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	405.34	405.34
2	2.82	21.24	417.98	417.98
3	24.80	42.82	430.81	430.81
4	47.23	64.84	443.90	443.90
5	70.09	87.28	457.24	457.24
6	93.33	110.08	470.80	470.80
7	116.85	133.16	484.53	484.53
8	140.54	156.42	498.36	498.36
9	164.35	179.79	512.26	512.26
10	188.30	203.30	526.24	526.24
11	212.39	226.94	540.30	540.30
12	236.68	250.78	554.47	554.47
13	261.21	274.86	568.79	568.79
14	285.97	299.17	583.24	583.24
15	311.03	323.76	597.87	597.87
16	336.24	348.51	612.59	612.59
17	361.57	373.37	627.37	627.37
18	386.70	398.04	642.04	642.04
19	411.68	422.56	656.62	656.62
20	436.55	446.96	671.13	671.13
21	461.28	471.23	685.56	685.56
22	485.85	495.35	699.91	699.91
23	510.16	519.21	714.10	714.10
24	534.03	542.64	728.03	728.03
25	557.33	565.51	741.63	741.63
35	745.58	750.28	851.50	851.50
45	852.26	854.99	913.77	913.77
55	925.35	926.73	956.43	956.43
65	966.84	967.45	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 27.97607

Beta = 26.73448

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 35 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	257.36	257.36
2	0.00	11.72	266.07	266.07
3	10.14	23.81	275.05	275.05
4	22.75	36.25	284.29	284.29
5	35.73	49.05	293.79	293.79
6	49.07	62.20	303.56	303.56
7	62.72	75.67	313.56	313.56
8	76.68	89.44	323.79	323.79
9	90.91	103.47	334.21	334.21
10	105.37	117.73	344.79	344.79
11	120.06	132.21	355.55	355.55
12	135.02	146.97	366.51	366.51
13	150.25	161.99	377.67	377.67
14	165.95	177.48	389.17	389.17
15	182.12	193.42	401.01	401.01
16	198.68	209.75	413.13	413.13
17	215.60	226.43	425.52	425.52
18	232.75	243.35	438.09	438.09
19	250.11	260.47	450.80	450.80
20	267.56	277.68	463.58	463.58
21	285.05	294.92	476.39	476.39
22	302.59	312.22	489.23	489.23
23	320.18	329.57	502.12	502.12
24	338.06	347.20	515.21	515.21
25	356.16	365.05	528.47	528.47
35	533.92	540.36	658.66	658.66
45	706.88	710.93	785.33	785.33
55	834.08	836.37	878.48	878.48
65	899.50	900.89	926.40	926.40
75	941.22	942.03	956.95	956.95
85	973.57	973.94	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.33206

Beta = 13.59214

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	234.12	234.12
2	0.00	10.55	242.20	242.20
3	8.37	21.40	250.51	250.51
4	19.73	32.62	259.10	259.10
5	31.45	44.19	267.97	267.97
6	43.55	56.13	277.11	277.11
7	56.03	68.44	286.54	286.54
8	68.86	81.11	296.24	296.24
9	82.06	94.13	306.21	306.21
10	95.60	107.49	316.45	316.45
11	109.48	121.19	326.94	326.94
12	123.69	135.21	337.68	337.68
13	138.17	149.51	348.62	348.62
14	152.89	164.02	359.74	359.74
15	167.80	178.74	371.01	371.01
16	182.89	193.63	382.42	382.42
17	198.14	208.68	393.95	393.95
18	213.53	223.87	405.58	405.58
19	229.07	239.20	417.32	417.32
20	244.71	254.64	429.15	429.15
21	260.47	270.20	441.06	441.06
22	276.33	285.84	453.04	453.04
23	292.28	301.58	465.10	465.10
24	308.37	317.46	477.26	477.26
25	324.57	333.46	489.51	489.51
35	493.36	500.02	617.07	617.07
45	659.68	664.16	742.79	742.79
55	787.74	790.53	839.57	839.57
65	878.74	880.33	908.35	908.35
75	942.22	942.98	956.33	956.33
85	974.39	974.73	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 12.67168

Beta = 11.98939

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	252.75	252.75
2	0.00	11.48	261.33	261.33
3	9.77	23.32	270.18	270.18
4	22.12	35.50	279.28	279.28
5	34.84	48.05	288.65	288.65
6	47.92	60.95	298.29	298.29
7	61.33	74.17	308.18	308.18
8	75.05	87.71	318.29	318.29
9	89.06	101.53	328.62	328.62
10	103.32	115.60	339.13	339.13
11	117.84	129.91	349.83	349.83
12	132.64	144.51	360.74	360.74
13	147.71	159.37	371.84	371.84
14	163.20	174.65	383.26	383.26
15	179.10	190.33	394.98	394.98
16	195.34	206.36	406.95	406.95
17	211.91	222.70	419.16	419.16
18	228.70	239.26	431.53	431.53
19	245.67	256.00	444.05	444.05
20	262.74	272.83	456.63	456.63
21	279.86	289.72	469.24	469.24
22	297.04	306.66	481.90	481.90
23	314.28	323.67	494.61	494.61
24	331.77	340.91	507.50	507.50
25	349.46	358.36	520.54	520.54
35	524.85	531.35	649.80	649.80
45	695.13	699.30	775.30	775.30
55	818.37	820.86	866.13	866.13
65	886.42	887.97	916.29	916.29
75	940.95	941.76	956.48	956.48
85	973.74	974.10	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 13.99445

Beta = 13.26609

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	476.39	476.39
2	0.15	24.54	489.23	489.23
3	25.37	49.14	502.12	502.12
4	51.00	74.14	515.21	515.21
5	76.95	99.46	528.47	528.47
6	103.08	124.96	541.82	541.82
7	129.19	150.43	555.15	555.15
8	155.04	175.65	568.36	568.36
9	180.54	200.53	581.39	581.39
10	205.74	225.11	594.26	594.26
11	230.75	249.51	607.03	607.03
12	255.74	273.89	619.80	619.80
13	280.87	298.41	632.64	632.64
14	306.18	323.10	645.57	645.57
15	331.80	348.10	658.66	658.66
16	357.56	373.23	671.81	671.81
17	383.43	398.47	685.03	685.03
18	408.91	423.32	698.04	698.04
19	434.14	447.94	710.93	710.93
20	459.29	472.48	723.78	723.78
21	484.18	496.76	736.50	736.50
22	508.87	520.85	749.11	749.11
23	533.17	544.55	761.52	761.52
24	556.86	567.67	773.63	773.63
25	579.77	590.02	785.33	785.33
35	762.12	767.93	878.48	878.48
45	855.92	859.43	926.40	926.40
55	915.72	917.78	956.95	956.95
65	962.11	963.03	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 37.55577

Beta = 35.68316

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	441.06	441.06
2	0.00	21.44	453.04	453.04
3	20.88	43.01	465.10	465.10
4	43.14	64.77	477.26	477.26
5	65.56	86.68	489.51	489.51
6	88.15	108.77	501.85	501.85
7	110.94	131.04	514.30	514.30
8	133.86	153.44	526.82	526.82
9	156.98	176.03	539.45	539.45
10	180.29	198.82	552.19	552.19
11	203.79	221.79	565.02	565.02
12	227.47	244.93	577.96	577.96
13	251.27	268.19	590.96	590.96
14	275.14	291.52	604.00	604.00
15	299.07	314.91	617.07	617.07
16	322.97	338.28	630.14	630.14
17	346.75	361.51	643.12	643.12
18	370.32	384.55	656.00	656.00
19	393.66	407.37	668.75	668.75
20	416.72	429.91	681.35	681.35
21	439.62	452.28	693.86	693.86
22	462.32	474.47	706.26	706.26
23	484.81	496.46	718.55	718.55
24	507.10	518.24	730.73	730.73
25	529.18	539.82	742.79	742.79
35	706.34	712.97	839.57	839.57
45	832.24	836.03	908.35	908.35
55	920.06	921.86	956.33	956.33
65	964.57	965.37	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 32.57159

Beta = 30.94888

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	469.24	469.24
2	0.00	23.86	481.90	481.90
3	24.35	47.80	494.61	494.61
4	49.23	72.08	507.50	507.50
5	74.40	96.65	520.54	520.54
6	99.75	121.38	533.67	533.67
7	125.11	146.13	546.80	546.80
8	150.29	170.71	559.85	559.85
9	175.21	195.03	572.76	572.76
10	199.93	219.16	585.56	585.56
11	224.53	243.17	598.30	598.30
12	249.16	267.20	611.06	611.06
13	273.90	291.35	623.88	623.88
14	298.80	315.65	636.77	636.77
15	323.95	340.20	649.80	649.80
16	349.20	364.84	662.88	662.88
17	374.51	389.54	675.99	675.99
18	399.44	413.87	688.91	688.91
19	424.12	437.95	701.69	701.69
20	448.65	461.90	714.40	714.40
21	472.94	485.60	726.98	726.98
22	496.99	509.07	739.44	739.44
23	520.66	532.18	751.70	751.70
24	543.79	554.76	763.68	763.68
25	566.23	576.65	775.30	775.30
35	741.57	747.78	866.13	866.13
45	838.40	842.28	916.29	916.29
55	915.98	918.00	956.48	956.48
65	962.63	963.53	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 36.49424

Beta = 34.67478

\* Minimum Cash Values are calculated using a 4% interest rate.

Northwestern Mutual Life Insurance Company

Policy Form: TT.KCL.5LN.(0513)

Plan: Corporate Whole Life with  
Additional Protection

Mathematical Data – Age 35 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	211.73	211.73
2	0.00	9.58	219.28	219.28
3	7.06	19.50	227.10	227.10
4	17.43	29.74	235.17	235.17
5	28.15	40.32	243.51	243.51
6	39.23	51.26	252.13	252.13
7	50.64	62.53	261.02	261.02
8	62.39	74.13	270.16	270.16
9	74.46	86.05	279.56	279.56
10	86.86	98.29	289.21	289.21
11	99.56	110.84	299.10	299.10
12	112.61	123.72	309.25	309.25
13	125.99	136.93	319.67	319.67
14	139.82	150.59	330.44	330.44
15	154.11	164.70	341.56	341.56
16	168.81	179.22	353.00	353.00
17	183.93	194.15	364.77	364.77
18	199.41	209.43	376.82	376.82
19	215.24	225.06	389.14	389.14
20	231.37	240.99	401.70	401.70
21	247.73	257.15	414.43	414.43
22	264.35	273.56	427.37	427.37
23	281.23	290.23	440.51	440.51
24	298.47	307.26	453.93	453.93
25	316.05	324.62	467.62	467.62
35	500.09	506.35	610.87	610.87
45	686.81	690.74	756.22	756.22
55	828.04	830.20	866.15	866.15
65	902.62	903.84	924.20	924.20
75	944.62	945.31	956.89	956.89
85	975.13	975.44	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 11.16559

Beta = 10.53472

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	187.86	187.86
2	0.00	8.29	194.59	194.59
3	4.76	16.83	201.54	201.54
4	13.73	25.69	208.73	208.73
5	23.00	34.85	216.17	216.17
6	32.59	44.32	223.86	223.86
7	42.50	54.12	231.82	231.82
8	52.75	64.24	240.04	240.04
9	63.32	74.68	248.52	248.52
10	74.22	85.45	257.26	257.26
11	85.44	96.53	266.26	266.26
12	96.98	107.94	275.52	275.52
13	108.82	119.63	285.02	285.02
14	120.96	131.63	294.76	294.76
15	133.40	143.92	304.74	304.74
16	146.13	156.49	314.95	314.95
17	159.13	169.33	325.38	325.38
18	172.40	182.43	336.03	336.03
19	185.92	195.79	346.88	346.88
20	199.71	209.42	357.94	357.94
21	213.76	223.30	369.21	369.21
22	228.04	237.40	380.67	380.67
23	242.56	251.75	392.32	392.32
24	257.32	266.32	404.16	404.16
25	272.33	281.16	416.21	416.21
35	437.23	444.06	548.50	548.50
45	617.88	622.51	693.43	693.43
55	776.60	779.31	820.77	820.77
65	882.39	883.82	905.65	905.65
75	945.51	946.17	956.28	956.28
85	975.87	976.17	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 9.66559

Beta = 9.07259

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 35 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	206.98	206.98
2	0.00	9.31	214.36	214.36
3	6.59	18.95	222.00	222.00
4	16.67	28.90	229.90	229.90
5	27.09	39.20	238.06	238.06
6	37.86	49.83	246.49	246.49
7	48.96	60.80	255.19	255.19
8	60.40	72.09	264.15	264.15
9	72.17	83.71	273.37	273.37
10	84.26	95.65	282.83	282.83
11	96.65	107.89	292.54	292.54
12	109.39	120.47	302.51	302.51
13	122.44	133.36	312.74	312.74
14	135.93	146.68	323.30	323.30
15	149.83	160.41	334.19	334.19
16	164.13	174.53	345.38	345.38
17	178.80	189.02	356.88	356.88
18	193.82	203.85	368.64	368.64
19	209.17	219.01	380.66	380.66
20	224.81	234.46	392.91	392.91
21	240.69	250.14	405.34	405.34
22	256.82	266.07	417.98	417.98
23	273.21	282.25	430.81	430.81
24	289.92	298.76	443.90	443.90
25	306.96	315.58	457.24	457.24
35	486.52	492.91	597.87	597.87
45	670.09	674.19	741.63	741.63
55	810.39	812.75	851.50	851.50
65	889.89	891.26	913.77	913.77
75	944.37	945.06	956.43	956.43
85	975.28	975.59	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 10.85967

Beta = 10.23655

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	414.43	414.43
2	3.45	22.10	427.37	427.37
3	26.31	44.53	440.51	440.51
4	49.67	67.45	453.93	453.93
5	73.48	90.82	467.62	467.62
6	97.68	114.56	481.52	481.52
7	122.15	138.57	495.58	495.58
8	146.75	162.72	509.72	509.72
9	171.44	186.95	523.90	523.90
10	196.21	211.26	538.14	538.14
11	221.09	235.67	552.43	552.43
12	246.14	260.24	566.82	566.82
13	271.42	285.06	581.35	581.35
14	296.95	310.11	596.02	596.02
15	322.79	335.47	610.87	610.87
16	348.79	360.98	625.81	625.81
17	374.90	386.60	640.81	640.81
18	400.77	411.99	655.68	655.68
19	426.45	437.19	670.43	670.43
20	451.99	462.25	685.11	685.11
21	477.38	487.16	699.70	699.70
22	502.61	511.92	714.20	714.20
23	527.54	536.38	728.52	728.52
24	551.98	560.36	742.56	742.56
25	575.74	583.68	756.22	756.22
35	767.06	771.42	866.15	866.15
45	868.09	870.56	924.20	924.20
55	924.97	926.38	956.89	956.89
65	966.31	966.94	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 29.03585

Beta = 27.75837

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	369.21	369.21
2	0.68	18.16	380.67	380.67
3	19.48	36.63	392.32	392.32
4	38.58	55.40	404.16	404.16
5	58.02	74.50	416.21	416.21
6	77.82	93.96	428.48	428.48
7	97.97	113.76	440.97	440.97
8	118.47	133.89	453.67	453.67
9	139.33	154.39	466.60	466.60
10	160.56	175.24	479.75	479.75
11	182.13	196.44	493.12	493.12
12	204.03	217.96	506.69	506.69
13	226.24	239.78	520.46	520.46
14	248.73	261.88	534.40	534.40
15	271.49	284.23	548.50	548.50
16	294.48	306.83	562.75	562.75
17	317.64	329.58	577.11	577.11
18	340.92	352.46	591.54	591.54
19	364.31	375.43	606.03	606.03
20	387.78	398.50	620.58	620.58
21	411.30	421.60	635.15	635.15
22	434.84	444.73	649.74	649.74
23	458.37	467.85	664.32	664.32
24	481.86	490.93	678.88	678.88
25	505.33	513.99	693.43	693.43
35	710.80	715.86	820.77	820.77
45	847.76	850.42	905.65	905.65
55	929.46	930.69	956.28	956.28
65	968.77	969.31	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 24.06379

Beta = 22.95648

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Non-tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	405.34	405.34
2	2.82	21.24	417.98	417.98
3	24.80	42.82	430.81	430.81
4	47.23	64.84	443.90	443.90
5	70.09	87.28	457.24	457.24
6	93.33	110.08	470.80	470.80
7	116.85	133.16	484.53	484.53
8	140.54	156.42	498.36	498.36
9	164.35	179.79	512.26	512.26
10	188.30	203.30	526.24	526.24
11	212.39	226.94	540.30	540.30
12	236.68	250.78	554.47	554.47
13	261.21	274.86	568.79	568.79
14	285.97	299.17	583.24	583.24
15	311.03	323.76	597.87	597.87
16	336.24	348.51	612.59	612.59
17	361.57	373.37	627.37	627.37
18	386.70	398.04	642.04	642.04
19	411.68	422.56	656.62	656.62
20	436.55	446.96	671.13	671.13
21	461.28	471.23	685.56	685.56
22	485.85	495.35	699.91	699.91
23	510.16	519.21	714.10	714.10
24	534.03	542.64	728.03	728.03
25	557.33	565.51	741.63	741.63
35	745.58	750.28	851.50	851.50
45	852.26	854.99	913.77	913.77
55	925.35	926.73	956.43	956.43
65	966.84	967.45	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 27.97607

Beta = 26.73448

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	257.36	257.36
2	0.00	11.72	266.07	266.07
3	10.14	23.81	275.05	275.05
4	22.75	36.25	284.29	284.29
5	35.73	49.05	293.79	293.79
6	49.07	62.20	303.56	303.56
7	62.72	75.67	313.56	313.56
8	76.68	89.44	323.79	323.79
9	90.91	103.47	334.21	334.21
10	105.37	117.73	344.79	344.79
11	120.06	132.21	355.55	355.55
12	135.02	146.97	366.51	366.51
13	150.25	161.99	377.67	377.67
14	165.95	177.48	389.17	389.17
15	182.12	193.42	401.01	401.01
16	198.68	209.75	413.13	413.13
17	215.60	226.43	425.52	425.52
18	232.75	243.35	438.09	438.09
19	250.11	260.47	450.80	450.80
20	267.56	277.68	463.58	463.58
21	285.05	294.92	476.39	476.39
22	302.59	312.22	489.23	489.23
23	320.18	329.57	502.12	502.12
24	338.06	347.20	515.21	515.21
25	356.16	365.05	528.47	528.47
35	533.92	540.36	658.66	658.66
45	706.88	710.93	785.33	785.33
55	834.08	836.37	878.48	878.48
65	899.50	900.89	926.40	926.40
75	941.22	942.03	956.95	956.95
85	973.57	973.94	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 14.33206

Beta = 13.59214

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	234.12	234.12
2	0.00	10.55	242.20	242.20
3	8.37	21.40	250.51	250.51
4	19.73	32.62	259.10	259.10
5	31.45	44.19	267.97	267.97
6	43.55	56.13	277.11	277.11
7	56.03	68.44	286.54	286.54
8	68.86	81.11	296.24	296.24
9	82.06	94.13	306.21	306.21
10	95.60	107.49	316.45	316.45
11	109.48	121.19	326.94	326.94
12	123.69	135.21	337.68	337.68
13	138.17	149.51	348.62	348.62
14	152.89	164.02	359.74	359.74
15	167.80	178.74	371.01	371.01
16	182.89	193.63	382.42	382.42
17	198.14	208.68	393.95	393.95
18	213.53	223.87	405.58	405.58
19	229.07	239.20	417.32	417.32
20	244.71	254.64	429.15	429.15
21	260.47	270.20	441.06	441.06
22	276.33	285.84	453.04	453.04
23	292.28	301.58	465.10	465.10
24	308.37	317.46	477.26	477.26
25	324.57	333.46	489.51	489.51
35	493.36	500.02	617.07	617.07
45	659.68	664.16	742.79	742.79
55	787.74	790.53	839.57	839.57
65	878.74	880.33	908.35	908.35
75	942.22	942.98	956.33	956.33
85	974.39	974.73	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 12.67168

Beta = 11.98939

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 35 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

<u>Policy Year</u>	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	252.75	252.75
2	0.00	11.48	261.33	261.33
3	9.77	23.32	270.18	270.18
4	22.12	35.50	279.28	279.28
5	34.84	48.05	288.65	288.65
6	47.92	60.95	298.29	298.29
7	61.33	74.17	308.18	308.18
8	75.05	87.71	318.29	318.29
9	89.06	101.53	328.62	328.62
10	103.32	115.60	339.13	339.13
11	117.84	129.91	349.83	349.83
12	132.64	144.51	360.74	360.74
13	147.71	159.37	371.84	371.84
14	163.20	174.65	383.26	383.26
15	179.10	190.33	394.98	394.98
16	195.34	206.36	406.95	406.95
17	211.91	222.70	419.16	419.16
18	228.70	239.26	431.53	431.53
19	245.67	256.00	444.05	444.05
20	262.74	272.83	456.63	456.63
21	279.86	289.72	469.24	469.24
22	297.04	306.66	481.90	481.90
23	314.28	323.67	494.61	494.61
24	331.77	340.91	507.50	507.50
25	349.46	358.36	520.54	520.54
35	524.85	531.35	649.80	649.80
45	695.13	699.30	775.30	775.30
55	818.37	820.86	866.13	866.13
65	886.42	887.97	916.29	916.29
75	940.95	941.76	956.48	956.48
85	973.74	974.10	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 13.99445

Beta = 13.26609

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	476.39	476.39
2	0.15	24.54	489.23	489.23
3	25.37	49.14	502.12	502.12
4	51.00	74.14	515.21	515.21
5	76.95	99.46	528.47	528.47
6	103.08	124.96	541.82	541.82
7	129.19	150.43	555.15	555.15
8	155.04	175.65	568.36	568.36
9	180.54	200.53	581.39	581.39
10	205.74	225.11	594.26	594.26
11	230.75	249.51	607.03	607.03
12	255.74	273.89	619.80	619.80
13	280.87	298.41	632.64	632.64
14	306.18	323.10	645.57	645.57
15	331.80	348.10	658.66	658.66
16	357.56	373.23	671.81	671.81
17	383.43	398.47	685.03	685.03
18	408.91	423.32	698.04	698.04
19	434.14	447.94	710.93	710.93
20	459.29	472.48	723.78	723.78
21	484.18	496.76	736.50	736.50
22	508.87	520.85	749.11	749.11
23	533.17	544.55	761.52	761.52
24	556.86	567.67	773.63	773.63
25	579.77	590.02	785.33	785.33
35	762.12	767.93	878.48	878.48
45	855.92	859.43	926.40	926.40
55	915.72	917.78	956.95	956.95
65	962.11	963.03	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 37.55577

Beta = 35.68316

\* Minimum Cash Values are calculated using a 4% interest rate.



Mathematical Data – Age 55 – Tobacco – Female

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	441.06	441.06
2	0.00	21.44	453.04	453.04
3	20.88	43.01	465.10	465.10
4	43.14	64.77	477.26	477.26
5	65.56	86.68	489.51	489.51
6	88.15	108.77	501.85	501.85
7	110.94	131.04	514.30	514.30
8	133.86	153.44	526.82	526.82
9	156.98	176.03	539.45	539.45
10	180.29	198.82	552.19	552.19
11	203.79	221.79	565.02	565.02
12	227.47	244.93	577.96	577.96
13	251.27	268.19	590.96	590.96
14	275.14	291.52	604.00	604.00
15	299.07	314.91	617.07	617.07
16	322.97	338.28	630.14	630.14
17	346.75	361.51	643.12	643.12
18	370.32	384.55	656.00	656.00
19	393.66	407.37	668.75	668.75
20	416.72	429.91	681.35	681.35
21	439.62	452.28	693.86	693.86
22	462.32	474.47	706.26	706.26
23	484.81	496.46	718.55	718.55
24	507.10	518.24	730.73	730.73
25	529.18	539.82	742.79	742.79
35	706.34	712.97	839.57	839.57
45	832.24	836.03	908.35	908.35
55	920.06	921.86	956.33	956.33
65	964.57	965.37	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 32.57159

Beta = 30.94888

\* Minimum Cash Values are calculated using a 4% interest rate.

Mathematical Data – Age 55 – Tobacco – Sex-neutral

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	<u>Minimum Cash Value*</u>	<u>Cash Value</u>	<u>Minimum Cash Value*</u>	<u>Cash Value</u>
1	0.00	0.00	469.24	469.24
2	0.00	23.86	481.90	481.90
3	24.35	47.80	494.61	494.61
4	49.23	72.08	507.50	507.50
5	74.40	96.65	520.54	520.54
6	99.75	121.38	533.67	533.67
7	125.11	146.13	546.80	546.80
8	150.29	170.71	559.85	559.85
9	175.21	195.03	572.76	572.76
10	199.93	219.16	585.56	585.56
11	224.53	243.17	598.30	598.30
12	249.16	267.20	611.06	611.06
13	273.90	291.35	623.88	623.88
14	298.80	315.65	636.77	636.77
15	323.95	340.20	649.80	649.80
16	349.20	364.84	662.88	662.88
17	374.51	389.54	675.99	675.99
18	399.44	413.87	688.91	688.91
19	424.12	437.95	701.69	701.69
20	448.65	461.90	714.40	714.40
21	472.94	485.60	726.98	726.98
22	496.99	509.07	739.44	739.44
23	520.66	532.18	751.70	751.70
24	543.79	554.76	763.68	763.68
25	566.23	576.65	775.30	775.30
35	741.57	747.78	866.13	866.13
45	838.40	842.28	916.29	916.29
55	915.98	918.00	956.48	956.48
65	962.63	963.53	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 36.49424

Beta = 34.67478

\* Minimum Cash Values are calculated using a 4% interest rate.

# Northwestern Mutual Life Insurance Company

Policy Form: TT.SCL.(0513)

Plan: Survivorship Whole Life  
with Additional Protection

Mathematical Data - Age 35/35 - Non-tobacco/Non-tobacco - Female/Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy Year	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum Cash Value *	Cash Value	Minimum Cash Value *	Cash Value
1	0.00	0.00	140.76	140.76
2	0.00	6.55	146.39	146.39
3	2.52	13.36	152.24	152.24
4	9.67	20.44	158.32	158.32
5	17.11	27.80	164.64	164.64
6	24.85	35.44	171.22	171.22
7	32.88	43.39	178.05	178.05
8	41.24	51.66	185.15	185.15
9	49.92	60.24	192.52	192.52
10	58.93	69.16	200.19	200.19
11	68.30	78.43	208.15	208.15
12	78.03	88.05	216.42	216.42
13	88.14	98.05	225.01	225.01
14	98.63	108.42	233.92	233.92
15	109.52	119.20	243.18	243.18
16	120.82	130.38	252.78	252.78
17	132.55	141.97	262.75	262.75
18	144.70	154.00	273.08	273.08
19	157.30	166.46	283.79	283.79
20	170.35	179.37	294.88	294.88
21	183.86	192.73	306.36	306.36
22	197.83	206.55	318.23	318.23
23	212.26	220.83	330.50	330.50
24	227.18	235.58	343.18	343.18
25	242.58	250.81	356.27	356.27
35	421.63	427.91	508.44	508.44
45	628.45	632.49	684.22	684.22
55	797.90	800.09	828.23	828.23
65	892.28	893.45	908.44	908.44
75	948.62	949.17	956.33	956.33
85	977.23	977.47	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 6.92669

Beta = 6.42515

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 55/55 - Non-tobacco/Non-tobacco - Female/Male

Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	298.86	298.86
2	4.88	16.96	310.75	310.75
3	22.65	34.52	323.06	323.06
4	41.04	52.69	335.80	335.80
5	60.05	71.47	348.97	348.97
6	79.69	90.86	362.57	362.57
7	99.94	110.87	376.59	376.59
8	120.80	131.47	391.04	391.04
9	142.25	152.67	405.90	405.90
10	164.29	174.44	421.17	421.17
11	186.90	196.77	436.82	436.82
12	210.05	219.65	452.86	452.86
13	233.74	243.05	469.27	469.27
14	257.93	266.94	486.02	486.02
15	282.61	291.32	503.11	503.11
16	307.71	316.11	520.50	520.50
17	333.18	341.28	538.14	538.14
18	358.92	366.71	555.97	555.97
19	384.87	392.34	573.94	573.94
20	410.97	418.12	592.02	592.02
21	437.14	443.98	610.15	610.15
22	463.33	469.84	628.28	628.28
23	489.41	495.61	646.35	646.35
24	515.28	521.16	664.27	664.27
25	540.81	546.39	681.96	681.96
35	751.54	754.55	827.91	827.91
45	867.83	869.43	908.45	908.45
55	936.95	937.71	956.33	956.33
65	972.05	972.39	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 17.40531

Beta = 16.71769

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 35/35 - Non-tobacco/Tobacco - Male/Female  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	156.93	156.93
2	0.00	7.44	163.20	163.20
3	4.23	15.17	169.72	169.72
4	12.36	23.21	176.50	176.50
5	20.80	31.56	183.54	183.54
6	29.58	40.24	190.86	190.86
7	38.70	49.26	198.46	198.46
8	48.17	58.63	206.36	206.36
9	58.01	68.36	214.57	214.57
10	68.23	78.47	223.08	223.08
11	78.84	88.96	231.93	231.93
12	89.85	99.85	241.11	241.11
13	101.27	111.14	250.63	250.63
14	113.11	122.86	260.51	260.51
15	125.40	135.01	270.75	270.75
16	138.13	147.60	281.37	281.37
17	151.31	160.64	292.36	292.36
18	164.96	174.14	303.74	303.74
19	179.07	188.10	315.51	315.51
20	193.66	202.52	327.67	327.67
21	208.70	217.40	340.21	340.21
22	224.22	232.74	353.15	353.15
23	240.19	248.54	366.47	366.47
24	256.65	264.82	380.19	380.19
25	273.57	281.55	394.30	394.30
35	464.18	470.07	553.23	553.23
45	667.83	671.48	723.04	723.04
55	817.78	819.78	848.06	848.06
65	896.37	897.51	913.60	913.60
75	947.75	948.32	956.43	956.43
85	976.79	977.04	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 7.8175

Beta = 7.30059

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 55/55 - Non-tobacco/Tobacco - Male/Female  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	329.51	329.51
2	7.15	19.49	342.57	342.57
3	27.52	39.60	356.06	356.06
4	48.52	60.35	369.97	369.97
5	70.16	81.71	384.29	384.29
6	92.42	103.70	399.03	399.03
7	115.27	126.27	414.17	414.17
8	138.69	149.39	429.67	429.67
9	162.64	173.05	445.53	445.53
10	187.09	197.19	461.72	461.72
11	212.00	221.79	478.21	478.21
12	237.34	246.81	494.99	494.99
13	263.08	272.23	512.04	512.04
14	289.18	298.01	529.32	529.32
15	315.60	324.10	546.81	546.81
16	342.26	350.43	564.47	564.47
17	369.08	376.92	582.23	582.23
18	395.91	403.41	599.99	599.99
19	422.67	429.85	617.71	617.71
20	449.31	456.15	635.35	635.35
21	475.77	482.28	652.87	652.87
22	501.98	508.17	670.23	670.23
23	527.84	533.71	687.35	687.35
24	553.22	558.78	704.16	704.16
25	578.00	583.25	720.57	720.57
35	769.73	772.59	847.53	847.53
45	869.36	870.98	913.49	913.49
55	934.20	935.02	956.43	956.43
65	970.77	971.13	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 20.01039

Beta = 19.27449

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 35/35 - Non-tobacco/Tobacco - Female/Male  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	150.52	150.52
2	0.00	7.08	156.53	156.53
3	3.54	14.44	162.79	162.79
4	11.27	22.09	169.28	169.28
5	19.31	30.04	176.03	176.03
6	27.66	38.30	183.05	183.05
7	36.33	46.88	190.34	190.34
8	45.35	55.79	197.91	197.91
9	54.70	65.05	205.77	205.77
10	64.42	74.66	213.94	213.94
11	74.50	84.63	222.41	222.41
12	84.96	94.98	231.20	231.20
13	95.82	105.71	240.32	240.32
14	107.07	116.84	249.77	249.77
15	118.74	128.38	259.58	259.58
16	130.83	140.34	269.73	269.73
17	143.35	152.72	280.25	280.25
18	156.30	165.53	291.14	291.14
19	169.69	178.78	302.39	302.39
20	183.52	192.46	314.01	314.01
21	197.79	206.57	325.99	325.99
22	212.49	221.11	338.35	338.35
23	227.63	236.08	351.06	351.06
24	243.20	251.48	364.15	364.15
25	259.21	267.32	377.60	377.60
35	439.67	445.80	529.22	529.22
45	637.15	641.12	695.14	695.14
55	794.78	797.02	827.58	827.58
65	889.26	890.47	906.96	906.96
75	947.99	948.56	956.30	956.30
85	976.96	977.21	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 7.46015

Beta = 6.94939

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 55/55 - Non-tobacco/Tobacco - Female/Male  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	315.68	315.68
2	6.05	18.28	328.19	328.19
3	25.15	37.15	341.10	341.10
4	44.84	56.60	354.41	354.41
5	65.11	76.62	368.11	368.11
6	85.96	97.21	382.20	382.20
7	107.36	118.35	396.67	396.67
8	129.29	140.00	411.49	411.49
9	151.70	162.14	426.64	426.64
10	174.58	184.74	442.10	442.10
11	197.90	207.77	457.86	457.86
12	221.63	231.21	473.90	473.90
13	245.76	255.04	490.21	490.21
14	270.25	279.23	506.76	506.76
15	295.07	303.74	523.54	523.54
16	320.17	328.53	540.50	540.50
17	345.48	353.54	557.61	557.61
18	370.89	378.63	574.78	574.78
19	396.34	403.77	591.99	591.99
20	421.80	428.92	609.20	609.20
21	447.19	453.99	626.36	626.36
22	472.44	478.93	643.42	643.42
23	497.45	503.64	660.33	660.33
24	522.14	528.03	677.02	677.02
25	546.43	552.01	693.43	693.43
35	744.99	748.13	827.64	827.64
45	862.43	864.13	907.02	907.02
55	935.35	936.14	956.30	956.30
65	971.36	971.71	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 18.80688

Beta = 18.09269

\* Minimum cash values calculated using a 4% interest rate.



Mathematical Data - Age 35/35 - Tobacco/Tobacco - Female/Male  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	171.62	171.62
2	0.00	8.28	178.48	178.48
3	5.84	16.88	185.60	185.60
4	14.87	25.81	193.01	193.01
5	24.26	35.09	200.69	200.69
6	34.01	44.73	208.68	208.68
7	44.13	54.74	216.97	216.97
8	54.63	65.13	225.57	225.57
9	65.53	75.91	234.50	234.50
10	76.84	87.09	243.77	243.77
11	88.56	98.68	253.37	253.37
12	100.71	110.70	263.32	263.32
13	113.30	123.14	273.63	273.63
14	126.33	136.03	284.30	284.30
15	139.81	149.36	295.35	295.35
16	153.75	163.14	306.77	306.77
17	168.15	177.38	318.56	318.56
18	183.00	192.07	330.73	330.73
19	198.31	207.21	343.27	343.27
20	214.05	222.78	356.17	356.17
21	230.22	238.77	369.41	369.41
22	246.80	255.16	383.00	383.00
23	263.78	271.96	396.91	396.91
24	281.18	289.16	411.16	411.16
25	298.97	306.75	425.73	425.73
35	491.03	496.68	583.06	583.06
45	682.51	686.04	739.92	739.92
55	816.23	818.27	849.46	849.46
65	891.59	892.79	911.19	911.19
75	946.74	947.33	956.37	956.37
85	976.37	976.63	980.64	980.64
86 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 8.6573

Beta = 8.12578

\* Minimum cash values calculated using a 4% interest rate.

Mathematical Data - Age 55/55 - Tobacco/Tobacco - Female/Male  
Comparison of Cash Values with Statutory Minimum Cash Values

Policy	<u>Per \$1,000 Life Paid-up at 121</u>		<u>Per \$1,000 of Paid-up Insurance</u>	
	Minimum		Minimum	
<u>Year</u>	<u>Cash Value *</u>	<u>Cash Value</u>	<u>Cash Value *</u>	<u>Cash Value</u>
1	0.00	0.00	354.20	354.20
2	9.05	21.61	368.15	368.15
3	31.53	43.81	382.49	382.49
4	54.60	66.58	397.20	397.20
5	78.22	89.90	412.26	412.26
6	102.36	113.74	427.65	427.65
7	126.98	138.05	443.35	443.35
8	152.00	162.75	459.30	459.30
9	177.38	187.81	475.49	475.49
10	203.06	213.16	491.86	491.86
11	229.00	238.77	508.40	508.40
12	255.16	264.60	525.08	525.08
13	281.52	290.63	541.89	541.89
14	308.02	316.80	558.79	558.79
15	334.66	343.09	575.77	575.77
16	361.32	369.42	592.77	592.77
17	387.94	395.70	609.74	609.74
18	414.33	421.76	626.57	626.57
19	440.46	447.55	643.23	643.23
20	466.29	473.05	659.70	659.70
21	491.75	498.20	675.93	675.93
22	516.81	522.94	691.91	691.91
23	541.37	547.19	707.57	707.57
24	565.33	570.84	722.85	722.85
25	588.60	593.81	737.68	737.68
35	763.63	766.63	849.29	849.29
45	860.78	862.55	911.23	911.23
55	931.58	932.45	956.37	956.37
65	969.64	970.03	980.64	980.64
66 (age 121)	1,000.00	1,000.00	1,000.00	1,000.00

Adjusted Premium = 22.29083

Beta = 21.51096

\* Minimum cash values calculated using a 4% interest rate.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Unscheduled Increase of Adjustable Term Protection (Section 3.2), Additional Premiums Scheduled After Issue (Section 4.2), or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

### 7.3 PAID-UP INSURANCE

Paid-up Insurance may be selected in place of Extended Term Insurance. A written request must be received at the Home Office no later than three months after the due date of an unpaid premium. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 6); plus
- the amount of any existing dividend accumulations (Section 5.2); plus
- the amount of any dividend at death (Section 5.3); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

### 7.4 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds

will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 7.5 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 6. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 4.2) or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete

Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## 7.2 PAID-UP INSURANCE

If any premium is unpaid at the end of the grace period, this Policy will be in force as Paid-up Insurance. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 5.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 6); plus
- the amount of any existing dividend accumulations (Section 5.2); plus
- the amount of any dividend at death (Section 5.3); minus
- the amount of any Policy Debt (Section 8.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

## 7.3 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds

will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

## 7.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.



## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

#### **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

#### **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

The Date of Issue for any insurance that occurs as a result of the Owner regaining the right to continue the amount of Additional Protection (Section 3.2) will be the date that this increase takes effect. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages.

#### **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

#### **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

#### **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

### 6.3 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 6.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Base Amount are shown on page 5 for the end of the

Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 7. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 5. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 5 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in coverage or premium that occur under Sections 3 or 4 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 7. LOANS

### 7.1 POLICY AND PREMIUM LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 7.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan.

**Policy Loan.** The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

**Premium Loan.** If the premium loan provision is in effect on this Policy, a loan will be made to pay an overdue scheduled premium. If the Loan Value is not large enough to pay the overdue scheduled premium, a scheduled premium will be paid for any other frequency permitted by this Policy for which the Loan Value is large enough. If the Loan Value is not large enough to pay the overdue scheduled premium on any frequency permitted by this Policy, the Policy will continue in force or terminate as provided in Section 4.1. The Owner may elect or revoke the premium loan provision by written request received at the Home Office.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 10.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premium paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 6 and 7.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## **2.3 NAMING AND CHANGING A SUCCESSOR OWNER**

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

## **2.4 COLLATERAL ASSIGNMENT**

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 4. CASH VALUE

### 4.1 CASH VALUE

The Cash Value for this Policy will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

### 4.2 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

### 4.3 SURRENDER PROCEEDS

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 4.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and reserves for the Insurance Amount are shown on page 3 for the end of the Policy years indicated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Values during a Policy year will reflect any time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 3. A list of these values will be furnished on request.

The Cash Value and reserves for each Policy year not shown on page 3 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the smoking status of the Insured. For Cash Values, interest is based on an annual effective rate of 4.5% for the first 20 Policy years and 4% after that. For reserves under this Policy, and for Cash Values for any Paid-up Additions, interest is based on an annual effective rate of 4%. All calculations assume the immediate payment of claims.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.



## 7.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 7.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 7.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

#### **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

#### **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 3.2) or Unscheduled Additional Premium Option (Section 3.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

#### **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

#### **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

#### **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

## **SECTION 2. OWNERSHIP**

#### **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 9 and 10.

#### **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

### 6.3 PAID-UP INSURANCE

Paid-up Insurance may be selected in place of Extended Term Insurance. A written request must be received at the Home Office no later than three months after the due date of an unpaid premium. The amount of insurance will be determined by using the Cash Value as a net single premium at the Attained Age of the Insured. Any Policy Debt will continue. Paid-up Insurance will share in divisible surplus (Section 4.1).

The amount of the Life Insurance Benefit when this Policy is in force as Paid-up Insurance will be:

- the amount of Paid-up Insurance determined above; plus
- the amount of any in force Paid-up Additions purchased by dividends after the Policy has become Paid-up Insurance (Section 5); plus
- the amount of any existing dividend accumulations (Section 4.2); plus
- the amount of any dividend at death (Section 4.3); minus
- the amount of any Policy Debt (Section 7.3).

These amounts will be determined as of the date of death. Even though the Owner does not have the right to take any policy loans after the date of the Insured's death, any policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

If Paid-up Insurance is surrendered within 31 days after a Policy anniversary, the Cash Value will not be less than the Cash Value on that anniversary reduced by any later surrender of Paid-up Additions and by any later withdrawal of dividend accumulations.

### 6.4 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 6.5 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and Paid-up Insurance for the Insurance Amount are shown on page 4 for the end of the Policy years indicated. These values assume that all premiums due have been paid for the number of years stated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Cash Values for Paid-up Additions are shown on page 5. Values during a Policy year will reflect any portion of the year's premium paid and the time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 4. A list of these values will be furnished on request.

The Cash Value for each Policy year not shown on page 4 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the smoking status of the Insured. Interest is based on an annual effective rate of 4%. Calculations assume the continuous payment of premiums and the immediate payment of claims.

For increases in premium that occur under Section 3 after the twentieth Policy year, the Company may base Cash Values and premiums on the interest rates and mortality tables being used as the basis of values of whole life insurance then being issued by the Company.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 10.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

**Statement of Variability**  
**TT.SPL.(0513)**

Variable information is denoted by brackets.

<b>Provision</b>	<b>Location</b>	<b>Variability</b>
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Insurance Amount	Page 3	This will vary depending on the Insurance Amount elected by the Owner.
Single Premium	Page 3	This will vary based on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Loan Interest Rate Option	Page 3	The Owner may choose either the Specified Rate or the Variable Rate loan interest option.

Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Corporate Guaranteed Issue <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> </ul>
Table of Guaranteed Values	Page 3	This will vary depending on the Insurance Amount elected and the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured. For sex neutral policies, this will not vary by sex.
Policy Number	Page 3	This will vary depending on the policy number assigned.



## Statement of Variability

### TT.WL.(0513)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Plan	Page 3	The Owner can elect either a plan that is paid-up at 90 or a plan that is paid-up at 65.
Insurance Amount	Page 3	This will vary according to the amount of insurance elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex, Premium Classification and any Additional Premium (if elected by the Owner). For sex neutral policies, this will not vary by sex.
Payable For (Premium Paying Period)	Page 3	Annual premiums are payable until age 65 or age 90 depending on the plan elected by the Owner. The premium payable period varies depending on the issue age of the Insured.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Date of Issue.

Minimum Annual Premium	Page 3	The Annual Premium less any Additional Premium.
Loan Interest Rate Option	Page 3	The Owner may choose either the Specified Rate or the Variable Rate loan interest option..
Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Corporate Guaranteed Issue <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Pension Guaranteed Issue</li> </ul>
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured. For sex neutral policies, this will not vary by sex.
Policy Number	Page 3	This will vary depending on the policy number assigned.
Table of Guaranteed Values	Page 4	This will vary depending on the amount of insurance and the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Cash Values	Page 5	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

## Statement of Variability

**TT.ACL.(0513)**

Variable information is denoted by brackets.

<b>Provision</b>	<b>Location</b>	<b>Variability</b>
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Base Amount	Page 3	This will vary according to the Base Amount of Insurance elected by the Owner.
Adjustable Term Protection	Page 3	This will vary according to the amount of Adjustable Term Protection elected by the Owner.
Initial Total Insurance Amount	Page 3	The Initial Total Insurance Amount is the sum of the Base Amount and Adjustable Term Protection. It will vary depending on the Base Amount and Adjustable Term Protection amount elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex, Premium Classification, Base Amount, amount of Adjustable Term Protection, and any Additional Premium (if elected by Owner). For sex neutral policies, this will not vary by sex.

Payable For (Premium Paying Period)	Page 3	Annual premiums are payable until age 121. The premium payable period varies depending on the issue age of the Insured.
Guarantee Period for Adjustable Term Protection	Page 3	This will vary depending on the Insured's issue age.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Issue Date.
Minimum Annual Premium	Page 3	The Annual Premium less any Additional Premium.
Loan Interest Rate Option	Page 3	The Owner may choose either the Specified Rate or the Variable Rate loan interest option.
Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Corporate Guaranteed Issue <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Pension Guaranteed Issue</li> </ul>
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured.
Policy Number	Page 3	This will vary depending on the policy number assigned.

Table of Guaranteed Values	Page 4	This will vary depending on the Base Amount and the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Annual Premiums Per \$1,000 of Term Insurance	Page 5	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Cash Values	Page 6	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

## Statement of Variability

### TT.SCL.(0513)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Base Amount	Page 3	This will vary according to the Base Amount of Insurance elected by the Owner.
Additional Protection	Page 3	This will vary according to the amount of Additional Protection elected by the Owner.
One Year Term Insurance	Page 3	This will vary depending on the amount of Additional Protection elected by the Owner, Insured's issue age, sex and Premium Classification.
Initial Total Insurance Amount	Page 3	The Initial Total Insurance Amount is the sum of the Base Amount and Additional Protection. It will vary depending on the Base Amount and Additional Protection amount elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex, Premium Classification, Base Amount, amount of Additional Protection, and any Additional Premium (if elected by Owner).

Payable For (Premium Paying Period)	Page 3	Annual premiums are payable until age 121 of the younger Insured. The premium payable period varies depending on the issue age of the younger Insured.
Annual Premium for Additional Protection	Page 3	The annual premium for Additional Protection will vary depending on the amount elected by the Owner, Insured's issue age, sex and Premium Classification.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Issue Date.
Loan Interest Rate Option	Page 3	The Owner may choose either the Specified Rate or the Variable Rate loan interest option.
Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> </ul>
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insureds are.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insureds.
Policy Number	Page 3	This will vary depending on the policy number assigned.
Table of Guaranteed Values	Page 4	This will vary depending on the Base Amount and the issue age, sex and Premium Classification of each Insured.

Table of Cash Values	Page 5	This will vary depending on the Insured's issue age, sex and Premium Classification of each Insured.
Table of Maximum Annual Premiums Per \$1,000 of Term Insurance	Page 6	This will vary depending on the Insured's issue age, sex and Premium Classification of each Insured.



## Statement of Variability

**TT.ECL.(0513)**

Variable information is denoted by brackets.

<b>Provision</b>	<b>Location</b>	<b>Variability</b>
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Base Amount	Page 3	This will vary according to the Base Amount of Insurance elected by the Owner.
Additional Protection	Page 3	This will vary according to the amount of Additional Protection elected by the Owner.
One Year Term Insurance	Page 3	This will vary depending on the amount of Additional Protection elected by the Owner, Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Scheduled Additional Premium	Page 3	The scheduled additional premium will vary depending on the amount elected by the Owner, Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

Initial Total Insurance Amount	Page 3	The Initial Total Insurance Amount is the sum of the Base Amount and Additional Protection. It will vary depending on the Base Amount and Additional Protection amount elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex, Premium Classification, Base Amount, amount of Additional Protection, and any Additional Premium (if elected by Owner). For sex neutral policies, this will not vary by sex.
Payable For (Premium Paying Period)	Page 3	Annual premiums are payable until age 121. The premium payable period varies depending on the issue age of the Insured.
Annual Premium for Additional Protection	Page 3	The annual premium for Additional Protection will vary depending on the amount elected by the Owner, Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Issue Date.
Loan Interest Rate Option	Page 3	The Owner may choose either the Specified Rate or the Variable Rate loan interest option.
Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> </ul>
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.

Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured.
Policy Number	Page 3	This will vary depending on the policy number assigned.
Table of Guaranteed Values	Page 4	This will vary depending on the Base Amount and the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Cash Values	Page 5	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Maximum Annual Premiums Per \$1,000 of Term Insurance	Page 6	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

**Statement of Variability**  
**TT.KCL.5LN.(0513)**

Variable information is denoted by brackets.

<b>Provision</b>	<b>Location</b>	<b>Variability</b>
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right to Return Policy	Front Cover	If a replacement policy: <b>“Right To Return Policy. Please read this Policy carefully.</b> The Policy may be returned by the Owner for any reason within thirty days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Base Amount	Page 3	This will vary according to the Base Amount of Insurance elected by the Owner.
Additional Protection	Page 3	This will vary according to the amount of Additional Protection elected by the Owner.
Initial Total Insurance Amount	Page 3	The Initial Total Insurance Amount is the sum of the Base Amount and Additional Protection. It will vary depending on the Base Amount and Additional Protection amount elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex, Premium Classification, Base Amount, amount of Additional Protection, and any Additional Premium (if elected by Owner). For sex neutral policies, this will not vary by sex.
Payable For (Premium Paying Period)	Page 3	Annual premiums are payable until age 121. The premium payable period varies depending on the issue age of the Insured.

Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Issue Date.
Premium Classification	Page 3	<ul style="list-style-type: none"> <li>• Premier <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Preferred <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Standard Plus <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Classified <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> <li>• Corporate Guaranteed Issue <ul style="list-style-type: none"> <li>○ Non-Tobacco</li> <li>○ Occasional Tobacco</li> <li>○ Tobacco</li> </ul> </li> </ul>
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured.
Policy Number	Page 3	This will vary depending on the policy number assigned.
Table of Insurance Amounts	Page 4	This will vary depending on the amount of Base and Additional Protection elected by the Owner.
Table of Guaranteed Values	Page 5	This will vary depending on the Base Amount and the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Table of Annual Premiums Per \$1,000 of Term Insurance	Page 6	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

Table of Cash Values	Page 7	This will vary depending on the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
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SERFF Tracking #:

NWST-128747853

State Tracking #:

Company Tracking #:

TT.ACL.(0513)

State: Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI: L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: TT.ACL.(0513)

Project Name/Number: TT.ACL.(0513)/TT.ACL.(0513)

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/20/2012		Supporting Document	Sex Neutral Insert Pages	12/26/2012	AR TT ACL (0513) SN PGS.pdf (Superseded) AR TT ECL (0513) SN PGS.pdf (Superseded) AR TT KCL 5LN (0513) SN PGS.pdf (Superseded) AR TT SPL (0513) SN PGS.pdf (Superseded) AR TT WL (0513) SN PGS.pdf (Superseded)
10/29/2012		Supporting Document	Flesch Certification	12/26/2012	AR TT ACL _0513_ - FLESCH cert.pdf (Superseded) AR Certification.pdf

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Unscheduled Increase of Adjustable Term Protection (Section 3.2), Additional Premiums Scheduled After Issue (Section 4.2), or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.



## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

## **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

## **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 4.2) or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete

Policy years that have elapsed since the Policy Date.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

## **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 10 and 11.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## 11.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 11.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 11.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

#### **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the sum of any Policy Debt and the Cash Value of any Paid-up Additions surrendered.

#### **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

The Date of Issue for any insurance that occurs as a result of the Owner regaining the right to continue the amount of Additional Protection (Section 3.2) will be the date that this increase takes effect. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue or Unscheduled Additional Premium Option (Section 4.3) will be shown on an amendment to the Policy Schedule Pages.

#### **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

#### **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

#### **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 10.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
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68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
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84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

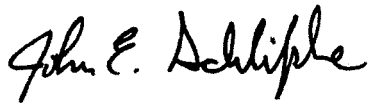
\*See Section 10.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

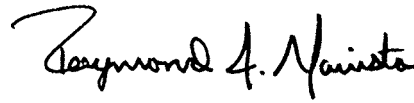
Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.



The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy  
(the "Policy"), subject to its terms and conditions.  
Signed at Milwaukee, Wisconsin on the Date of Issue.



Chief Executive Officer



Secretary

## SINGLE PREMIUM WHOLE LIFE POLICY

Participating

Life Insurance Benefit payable on death of Insured.

**Right To Return Policy. Please read this Policy carefully.** The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

**This Policy is a legal contract between the Owner and  
The Northwestern Mutual Life Insurance Company.**

**Read your Policy carefully.**

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#### **ADDITIONAL BENEFITS (if any)**

#### **APPLICATION**

## SECTION 1. THE CONTRACT

### 1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 6.

The amount of the Life Insurance Benefit will be:

- the Insurance Amount shown on page 3; plus
- the amount of any Paid-up Additions in force under Section 3.2; plus
- the amount of any dividend accumulations (Section 3.2); plus
- the amount of any dividend at death (Section 3.4); minus
- the amount of any Policy Debt (Section 5.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any Policy loans after the date of the Insured's death, any Policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

### 1.2 ENTIRE CONTRACT; CHANGES

This Policy is issued in consideration of the application and any application supplements and payment of the single premium. The Policy, together with the attached application and any application supplements (together referred to in this policy as "Application"), and any attached amendments, endorsements, riders and additional benefits, are the entire contract. Statements in the Application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or

remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or to waive the Company's rights thereunder.

### 1.3 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue. Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

### 1.4 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premium paid, less the amount of any Policy Debt.

### 1.5 POLICY DATE AND DATE OF ISSUE

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3.

## **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a Policy change, the amount payable will be the amount which the premium paid would have purchased at the correct age.

## **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

# **SECTION 2. OWNERSHIP**

## **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 6 and 7.

## **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## **2.3 NAMING AND CHANGING A SUCCESSOR OWNER**

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including any required information about the successor owner.

## **2.4 COLLATERAL ASSIGNMENT**

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

## SECTION 3. ANNUAL DIVIDENDS

### 3.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. This dividend will reflect, among other things, the mortality, expense and investment experience of the Company and will be affected by any Policy Debt during the Policy year. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

### 3.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used for one of the following:

- **Paid-up Additions.** Dividends will purchase Paid-up Additions. Paid-up Additions will increase the Life Insurance Benefit payable under Section 1.1. Paid-up Additions increase the Policy's Cash Value and are eligible to share in the divisible surplus. They may be surrendered unless they are used for a loan.

- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of not less than 0.5%. The Company may set a higher rate. Dividend accumulations are payable as part of the Life Insurance Benefit. Dividend accumulations increase the Policy's Cash Value. They may be withdrawn unless they are used for a loan.

Other uses of dividends may be made available by the Company.

If no direction is given for the use of dividends, they will purchase Paid-up Additions.

### 3.3 ADDITIONS AND ACCUMULATIONS

Paid-up Additions and dividend accumulations increase the Policy's Cash Value. They are payable as part of the Policy proceeds. Additions may be surrendered and accumulations may be withdrawn unless they are used for a loan.

### 3.4 DIVIDEND AT DEATH

A dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

## SECTION 4. CASH VALUE

### 4.1 CASH VALUE

The Cash Value for this Policy will be the sum of:

- the Cash Value from the Table of Guaranteed Values;
- the Cash Value of any Paid-up Additions; and
- the amount of any dividend accumulations.

### 4.2 CASH SURRENDER

The Owner may surrender this Policy for its Cash Surrender Value. The Cash Surrender Value is the Cash Value less any Policy Debt. A written surrender of all claims, acceptable to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The Policy will terminate and the Cash Surrender Value will be determined as of the date of surrender. The Company may require that the Policy be sent to it.

### 4.3 SURRENDER PROCEEDS

Surrender proceeds will be the Cash Surrender Value as of the date of surrender. These proceeds will be paid in cash or under an income plan that is elected by the Owner.

Partial surrenders are permitted subject to conditions set by the Company at the time of the request.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate determined by the Company.

### 4.4 TABLE OF GUARANTEED VALUES; BASIS OF VALUES

Cash Values and reserves for the Insurance Amount are shown on page 3 for the end of the Policy years indicated. They do not reflect Paid-up Additions, dividend accumulations or Policy Debt. Values during a Policy year will reflect any time elapsed in that year.

Values for Policy years not shown are calculated on the same basis as those shown on page 3. A list of these values will be furnished on request.

The Cash Value and reserves for each Policy year not shown on page 3 and the net single premiums are based on the 2001 Commissioners Standard Ordinary Mortality Table Ultimate Rates for the sex and smoking status of the Insured. For Cash Values, interest is based on an annual effective rate of 4.5% for the first 20 Policy years and 4% after that. For reserves under this Policy, and for Cash Values for any Paid-up Additions, interest is based on an annual effective rate of 4%. All calculations assume the immediate payment of claims.

A detailed statement of the method of calculation of all values has been filed with the insurance supervisory official of the state in which this Policy is delivered. The Company will furnish this statement at the request of the Owner. All values are at least as great as those required by that state.

## SECTION 5. LOANS

### 5.1 POLICY LOANS

The Owner may obtain a loan from the Company in an amount that is not more than the Loan Value (Section 5.2). When the loan is made, the Policy is assigned to the Company as sole security for the loan. The loan may be obtained on written request. The Company may defer making the loan for up to six months unless the loan is to be used to pay premiums due the Company.

### 5.2 LOAN VALUE

The Loan Value is the Cash Value on the next Policy anniversary after the date of the loan, minus the sum of:

- any Policy Debt; and
- loan interest on the new loan to the next Policy anniversary; and
- loan interest on any outstanding loans to the next Policy anniversary.

### 5.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Company at any time. Policy Debt affects any dividends that may be paid under Section 3.1. Any Policy Debt will be deducted from the Policy proceeds.

If the Policy Debt equals or exceeds the Cash Value, this Policy will terminate. Termination occurs 31 days after a notice has been mailed to the Owner and to any assignee on record, under Section 2.4, at the Home Office.

### 5.4 LOAN INTEREST

Loan interest is payable at an annual effective rate of 5%.

Loan interest accrues and is payable on a daily basis from the date of the loan on Policy loans. Unpaid loan interest is included in Policy Debt.

## SECTION 6. BENEFICIARIES

### 6.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries, and further payees of the Life Insurance Benefit.

### 6.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**By Owner.** The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or

- during the first 60 days after the date of death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

**Effective Date.** A naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

### 6.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

**At Least One Beneficiary Survives And Receives Payment.** If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

**Direct Beneficiaries.** The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

**Contingent Beneficiaries.** If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

**Further Payees.** If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or

- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

### **No Beneficiaries Survive And Receive Payment.**

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

### 6.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

### 6.5 GENERAL

**Transfer Of Ownership.** A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

**Claims Of Creditors.** So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.



## SECTION 7. PAYMENT OF POLICY BENEFITS

### 7.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the proceeds are paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company, but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

### 7.2 INCOME PLAN ELECTIONS

**For Income Plans Elected By Owner For Life Insurance Benefit.** The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

**For Income Plans Elected By Owner For Surrender Proceeds.** The Owner may elect an income plan for surrender proceeds. The Owner will be the direct beneficiary.

**For Income Plans Elected By Beneficiary.** Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

**Effective Date.** An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

**Payment Date.** The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

**Minimum Payment.** The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

### 7.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
  - (a) zero years;
  - (b) 10 years; or
  - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period, and after that as long as one or both individuals, upon whose lives income payments are based, is alive.

**Limitations.** A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

**Payment Frequency.** On request, payments will be made once every 3, 6 or 12 months instead of each month.

**Other Selections.** The Company may offer additional income plans.

### 7.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

**For Income Plans Elected By Owner.** The Owner of the Policy may name and change the contingent beneficiaries and further payees of an income plan elected for surrender amounts. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

**For Income Plans Elected By Beneficiary.** If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

## 7.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

**Direct Beneficiary.** Amounts payable under an income plan will be payable to the direct beneficiary.

**Contingent Beneficiaries.** At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;
- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

**Further Payees.** At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

## 7.6 INCOME PLAN RATES

**Minimum Payment Rates.** Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST- MENT-	POLICY YEARS ELAPSED	AGE ADJUST- MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

# **MINIMUM PAYMENT RATE TABLES** Minimum Monthly Income Payments per \$1,000 of Proceeds

## **SINGLE LIFE INCOME PLAN**

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

## **JOINT AND SURVIVOR LIFE INCOME PLAN**

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

\*See Section 7.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent
Address
Telephone

**It is recommended that you ...**

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

**Important Notice Concerning Statements in the Application for Your Insurance**

Please read the copy of the Application attached in this Policy. Omissions or misstatements in the Application could cause an otherwise valid claim to be denied. Carefully check the Application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the Application. The Application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.

**Election of Trustees**

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

**SINGLE PREMIUM WHOLE LIFE POLICY**

**Participating**

Life Insurance Benefit payable on death of Insured.

#### **1.4 SUICIDE**

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, less the amount of any Policy Debt. If the Insured dies by suicide within one year from the date of a change to the terms of the Policy, which occurred upon the request of the Owner and was subject to the Company's insurability requirements, the amount payable with respect to such change will be limited to the premiums paid, less the amount of any Policy Debt.

#### **1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE**

Policy months, years, and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. The Date of Issue for any insurance issued under Additional Premiums Scheduled After Issue (Section 3.2) or Unscheduled Additional Premium Option (Section 3.3) will be shown on an amendment to the Policy Schedule Pages. Attained Age is Issue Age (shown on page 3) plus the number of complete Policy years that have elapsed since the Policy Date.

#### **1.6 MISSTATEMENT**

If the age of the Insured has been misstated and has not been corrected through a policy change, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

#### **1.7 PAYMENTS BY THE COMPANY**

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

#### **1.8 INSURABILITY REQUIREMENTS**

To make some changes under this Policy, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- the Insured is alive;
- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards as then in effect, the Insured is in an underwriting classification that is the same as, or better than, the one for this Policy.

## **SECTION 2. OWNERSHIP**

#### **2.1 THE OWNER**

The Owner is named on page 3. All Policy rights may be exercised without the consent of any Beneficiaries by the Owner, the Owner's successor or the Owner's transferee. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Sections 9 and 10.

#### **2.2 TRANSFER OF OWNERSHIP**

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

## 10.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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## FLESCH SCORE CERTIFICATION

I certify to the best of my knowledge and belief that the following forms are in compliance with the Interstate Insurance Product Regulation Commission standards for Flesch Scores.

The Flesch Scores are as follows:

<u>Form Number</u>	<u>Flesch Score</u>
TT.ACL.(0513)	50.7
TT.ECL.(0513)	50.0
TT.KCL.5LN.(0513)	50.2
TT.SCL.(0513)	50.2
TT.SPL.(0513)	52.1
TT.WL.(0513)	50.9

THE NORTHWESTERN MUTUAL  
LIFE INSURANCE COMPANY



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Ted A. Matchulat  
Director Product Compliance

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12/14/2012

Date